

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,  
acting through the United  
States Department of  
Agriculture

Plaintiff

v.

ASAEL GUZMAN CORREA a/k/a ASAEL  
GUZMAN, ADA MINERVA TORRES  
ALVAREZ, and their Conjugal  
Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of two (2) promissory notes that affect the four (4) properties described further below.

3. The first promissory note was subscribed for the amount of **\$30,000.00**, with annual interest of 13.25%, on May 14, 1982. *See Exhibit 1.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 19. *See Exhibit 2.*
5. On June 23, 1988, Deed 75 was executed in order to modify the loan above-mentioned to the amount of %55,234.48. Through said deed, defendants also assumed said loan obligations. *See Exhibit 3.*
6. Deed 62 was executed on August 30, 1991, to clarify that property described as "B" in the same, was not registered in the Property Registry, at the moment. *See Exhibit 4.*
7. Plaintiff is also the owner and holder of a promissory note for the amount of **\$14,000.00**, with annual interest of 5%, subscribed on June 23, 1988. *See Exhibit 5.*
8. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 76. *See Exhibit 6.*
9. According to the Property Registry, defendant party is the

owner of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

- A. "A" RUSTICA: Porción de terreno sin nombre, que radica en el término municipal de Ponce, Barrio Marueño, con una cabida de cuarenta cuerdas, más o menos equivalentes a quince hectáreas, setenta y dos áreas, dieciséis centiáreas, iguales a ciento cincuenta y siete mil doscientos dieciséis metros cuadrados (157,216 m/c), colindando al NORTE, con Sucesión Maldonado y Don Claudino Chamorro; por el ESTE, la citada Sucesión de Don Sandalio Rivera y el referido Don Claudino Chamorro; por el OESTE, el Río Marueño; por el SUR, con la Sucesión Maldonado y otras de Claudino Chamorro.

Property 6,239 (before 10,038), recorded at page 111 of volume 122, Property Registry of Ponce, Puerto Rico, Section II.

*See Title Search attached as Exhibit 7.*

- B. RÚSTICA: Predio de terreno radicado en el Barrio Marueño del término municipal de Ponce, Puerto Rico, compuesto de ocho cuerdas, equivalentes a tres hectáreas, catorce áreas y cuarenta y tres centiáreas, dedicado a café y frutos menores, en lindes por el NORTE y ESTE, con terrenos de Don Román Quintana; por el SUR, con terrenos de Antonio Batiz y Román Quintana; y por el OESTE, con el Río Marueño.

Property 6,671 (before 14,641), recorded at page 81 of volume 126, Property Registry of Ponce, Puerto Rico, Section II.

*See Title Search attached as Exhibit 8.*

- C. RÚSTICA: Predio de terreno compuesto de cuatro cuerdas, equivalentes a una hectárea, cincuenta y siete áreas y veintidós centiáreas, radicado en el Barrio Marueño del término municipal de Ponce, Puerto Rico, dedicado a café y frutos menores, en lindes por el NORTE, con terrenos del Sr. Ramón Quintana; y por el SUR, ESTE y OESTE, con

terrenos de Don Antonio Batiz.

Property 6,672 (before 14,642), recorded at page 86 of volume 126, Property Registry of Ponce, Puerto Rico, Section II.

*See Title Search attached as Exhibit 9.*

D. RUSTICA: Predio de cuatro cuerdas de terreno más o menos, equivalentes a una hectárea, cincuenta y siete áreas, veintiuna centiáreas iguales a quince mil setecientos veintiuno punto sesenta metros cuadrados (15,721.60 m/c), radicadas en el Barrio Marueño de Ponce, colindando al NORTE, con Vicente, Juan, Manuel Maldonado, antes Santiago Maldonado; al SUR, con Manuel Maldonado; al ESTE, con el mismo Miguel Maldonado y Ramona Maldonado; y por el OESTE, con el Río Marueño.

Property 6,674, recorded at page 23 of volume 62, Property Registry of Ponce, Puerto Rico, Section II.

*See Title Search attached as Exhibit 10.*

10. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibits 7-10*.
11. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.



12. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 11*, the following amounts, as to July 10, 2020:

a) On the \$30,000.00 Note, as modified:

- 1) The sum of \$56,020.00, of principal;
- 2) The sum of \$105,303.00, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$9.2088;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$14,000.00 Note:

- 1) The sum of \$14,000.00, of principal;
- 2) The sum of \$22,199.60, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.9178;
- 3) Plus, insurance premium, taxes, advances, late

charges, costs, court costs expenses,  
disbursements and attorney's fees guaranteed  
under the mortgage obligation.

13. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.

14. Codefendants are not currently active in the military service for the United States. *See Exhibit 12.*

15. The real estate properties mentioned before are subject to the following liens in the rank indicated:

(A) Property 6,239:

1) Recorded liens with preference or priority over mortgage herein included:

a. Real and perpetual Right of easement in favor of Commonwealth of Puerto Rico for compulsory expropriation, for compensation of \$9,523.89, corresponding to this farm \$601.57, by Resolution dictated on March 23<sup>rd</sup>, 1971 in the Superior Court of Puerto Rico, Expropriation Court, cases E-71-157 up to 176 both inclusive, recorded at overleaf of page 111 of volume 122 of Ponce, 12<sup>th</sup>, inscription, transferred in favor of Autoridad de Fuentes Fluviales de Puerto Rico before, today Autoridad de Energía Eléctrica, by Resolution issued on September 30<sup>th</sup>, 1981, recorded at page 113 of volume 122 of Ponce, property number 6,239, 13<sup>th</sup> inscription.

2) Junior Liens with inferior rank or priority over mortgage herein included:

a. None.

(B) Property 6,674:

1) Recorded liens with preference or priority over mortgage herein included:

a. SEIZURE ANNOTATION: Executed in the Municipal Court of the Minicipal Judicial District of Ponce, civil case #8775, for reason of Collection of Money by Eloy Colón Luna plaintiff, versus Cecilio Quintana y Ramón Quintana, defendant, by the amount of \$250.00 responding this for \$82.50 of principal, plus interests, etc. Order dated April 9, 1927, recorded on April 10<sup>th</sup>, 1927 at overleaf of page 23 of volume 62 of Ponce, property number 6,674, annotation A.

2) Junior Liens with inferior rank or priority over mortgage herein included:

b. None.

#### **VERIFICATION**

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF Director for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 12 day of January, 2021.

  
JACQUELINE LAZÚ LABOY

Digitally signed by JACQUELINE LAZÚ  
DN: c=US, o=U.S. Government, ou=Department of  
Agriculture, cn=JACQUELINE LAZÚ,  
0.9.2342.19200300.100.1.1=12001000567085  
Date: 2021.01.12 12:04:18 -0400  
Adobe Acrobat version: 2020.013.20074

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and

equity may be proper.

In Guaynabo, Puerto Rico, on January 12, 2021.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 3908  
GUAYNABO, PR 00970  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: [dcfilings@fortuno-law.com](mailto:dcfilings@fortuno-law.com)

FmHA Form 1940-17 (S)  
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
PROMISSORY NOTE

TYPE OF LOAN

Type: FO-I

In accordance with:

- ☒ Consolidated Farm and Rural Development Act  
Emergency Agricultural Credit Adjustment Act of 1978

Name: LUIS G. SEDA BONILLA

State: PUERTO RICO

Office: JUANA DIAZ

Case Number: 63-33-

Date: MAY 14, 1982

ACTION REQUIRING NOTE:

- |  |                   |
|--|-------------------|
| <input checked="" type="checkbox"/> Initial Loan | New Payment Plan  |
| Subsequent Loan                                  | Reamortization    |
| Consolidation and Subsequent Loan                | Sale on Credit    |
| Consolidation                                    | Deferred Payments |

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices located in JUANA DIAZ, PUERTO RICO or at another location designated in writing by the Government, the principal sum of THIRTY THOUSAND DOLLARS (\$30,000.00), plus interest on the unpaid principal of THIRTEEN AND ONE QUARTER PERCENT (13.25%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$100.00.....on January 1, 1983  
\$100.00.....on January 1, 1984  
\$4,162.00.....on January 1, 1985

and \$4,162.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.



Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$

INTERESTS: %

DATE:

ORIGINAL BORROWER:

LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH

DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN' above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

LUIS G. SEDA BONILLA (BORROWER)

(Divorced)

\_\_\_\_\_ (BORROWER)

URB. VILLA GRILLASCA G-7 B  
PONCE, PUERTO RICO 00731

#### PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$30,000.00		\$		\$	

TOTAL: \$30,000.00

### CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN' above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

ASAEL GUZMAN CORREA (BORROWER)

[Signature]

ADA MINERVA TORRES ALVAREZ (BORROWER)

HC-01 BOX 4291

VILLALBA, PUERTO RICO 00766

#### PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$5,000.00	6/23/88	\$		\$	

TOTAL: \$5,000.00

[Translator's note: The source document includes a final page which is translated as follows:]

#### LOAN REAMORTIZATION AND LIQUIDATION AND PARTIAL RELEASE FROM MORTGAGES AND MODIFICATION

This promissory note, reamortized and liquidated on June twenty-three, 1988, had an unpaid balance amounting to FIFTY-FIVE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$55,234.48), of which the present owners, Mr. Asael Guzman, aka Asael Guzmán Correa, and Ada Minerva Torres Alvarez, shall assume the sum of \$54,000.00, and the sum of \$1,234.48 shall continue to be the responsibility of the principal debtor.

That the sum of \$54,000.00 assumed by the present borrowers has been reamortized as follows: said debt shall accrue interest at the rate of FIVE PERCENT (5%) per annum, which shall be payable as follows: \$1,421.00 on or before January 1st, 1988, and \$3,174.00 in subsequent years.

For the record, this loan encumbers a property belonging to the original debtor. All of which is detailed more fully in deed number 57, executed on the same date and in the same place as this one, before the undersigned Notary.

In Juana Díaz, P.R., on June 23, 1988

[Signature]

once the note is signed and attached, I return this document to the appearing party JUAN ACEVEDO MERCADO, in the capacity he bears.

[Signature]

ERASMO LEON ROSARIO

ATTORNEY-NOTARY

URB. LA ESPERANZA C-6

BOX 842

JUANA DIAZ, P.R. 00665

TEL. 837-2128

[Seal]

This promissory note and the mortgage securing it is partially cancelled, in the amount of \$1,234.48 of principal, and the property described as number ONE in the second paragraph of deed number 38 of this same date before this same Notary is released from the same.

Juana Díaz, June 23, 1988

[Signature]

[Seal]

## **CERTIFICATE**

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 18<sup>th</sup> day of April of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
18<sup>th</sup> day of April of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

DATED this 18<sup>th</sup> day of April of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
18<sup>th</sup> day of April of 2005.



Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

Form FmHA 1940-17 (S)  
(Rev. 11-1-78).

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre <b>LUIS G. SEDA BONILLA</b>		CI : DE PRESTAMO Tipo: <b>FO-1</b>	
Estado <b>Puerto Rico</b>		De acuerdo a: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Oficina <b>Juana Díaz</b>	ACCION QUE REQUIERE PAGARE:		
Caso Núm. <b>63-33-</b>	Fecha <b>14 de mayo de 1982</b>	<input checked="" type="checkbox"/> Préstamo Inicial <input type="checkbox"/> Préstamo Subiguiente <input type="checkbox"/> Consolidación y préstamo subiguiente <input type="checkbox"/> Consolidación <input type="checkbox"/> Nuevo Plan de Pago <input type="checkbox"/> Reamortización <input type="checkbox"/> Venta a Crédito <input type="checkbox"/> Pagos Diferidos	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en Juana Díaz, Puerto Rico

o en otro sitio designado por el Gobierno por escrito, la suma principal de TREINTA MIL & 00/100

----- dólares (\$ 30,000.00) más intereses sobre el principal adeudado al

TRECE Y CUARTO

POR CIENTO ( 13.25%) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el por ciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u>100.00</u>	en enero 1, 1983	\$ <u>N/A</u>	en enero 1, 19
\$ <u>100.00</u>	en enero 1, 1984	\$ <u>N/A</u>	en enero 1, 19
\$ <u>4162.00</u>	en enero 1, 1985	\$ <u>N/A</u>	en enero 1, 19
\$ _____	en enero 1, 19	\$ <u>N/A</u>	en enero 1, 19
\$ _____	en enero 1, 19	\$ <u>N/A</u>	en enero 1, 19

y \$ 4,162.00, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del por ciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.



Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Retiros y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.


**CONVENIO DE REFINANCIAMIENTO:** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.



Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

  
 LUIS G. SEDA BONILLA (Prestatario)  
 (Divorciado)

(Prestatario)

Urb. Villa Grillasca G-7 B

Ponce, Puerto Rico 00731



REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 30,000.00		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 30,000.00	

REAMORTIZACION, LIQUIDACION DE PRESTAMO Y LIBERACION  
PARCIAL DE HIPOTECAS Y MODIFICACION

...Este pagaré reamortizado y liquidado al día veintitres de junio de 1988, dió un saldo deudor montante a CINCUENTA Y CINCO MIL DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y OCHO CENTAVOS (\$55,234.48), de los cuales el actual dueño el Sr. Asael Guzman C/P Asael Guzmán Correa y Ada Minerva Torres Alvarez asumirán la suma de \$54,000.00, y la suma de \$ 1,234.48, seguirán siendo obligación del deudor principal.

Que la suma de \$54,000.00 asumidos por los actuales prestatarios se ha reamortizado de la siguiente forma: devengará intereses dicha deuda a razón del cinco por ciento anual (5%), los cuales se pagarán de la siguiente forma: 1,421.00 en o antes del 1ro de enero de 1988 y \$3,174.00 los años subsiguientes.

Se hace constar que éste préstamo quedará gravando una propiedad del dueñor original. Todo ello más detallado en la Escritura Número 75, otorgada en la misma fecha y lugar que éste, ante el fedatario.

En Juana Díaz, P.R. a 23 de junio de 1988

Una vez firmada la nota, devuelvo el presente documento al compareciente JUAN MERCADO ACEVEDO en el caracter que os tenta.



**Lcdo. Erasmo León Rosario**  
ABOGADO-NOTARIO  
URB. LA ESPERANZA C-6  
BOX 842 - TEL. 837-2128  
JUANA DIAZ, P.R. 00665

*Cancelado parcialmente el presente pagaré y la hipoteca que lo garantiza en cuanto a la suma principal de \$1,234.48 y liberando de responsabilidad descrito como "uno" del dicho segundo pagaré a Egidio número 38 de as de fecha ante el notario.*  
*En Juana Díaz, P.R. a 23 de junio del 1988*

ADOGADO - NOTARIO

Form FmHA 1965-13  
(11-84)UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATIONASSUMPTION AGREEMENT  
(FARMER PROGRAM LOANS)

Case No.

63-33-58761852

Type of Loan

FO

(Specify)

☐ Direct☒ Insured

- ☐ Eligible Transferee  
☐ Ineligible Transferee  
☐ Transfer for full amount of debt  
☒ Transfer for less than full amount of debt  
☐ Transferor released from personal liability  
☒ Transferor NOT released from personal liability  
☐

THIS AGREEMENT dated JUNE 23, 19 88, between the United States of America acting through the Farmers Home Administration (called the "Government"), and ASAEI GUZMAN CORREA  
ADA MIERVA TORRES ALVAREZ  
 and HC-01 BOX 4291, VILLALBA, P. R. 00766  
 (called the "assuming parties"), whose post office address is

BECAUSE the Government is the holder or insurer of loan(s) evidenced by certain debt instrument(s) executed by the present debtor

LUIS G. SEDA BONILLA

Case number 63-33-581466946, and identified as follows:

TABLE I

Instrument	Executed	Principal Amount	Unpaid on Date Hereof		Int. Rate	Ins. Chg. Ra
			Principal	Accrued Interest		
PROMISSORY NOTE	05-14-82	\$30,000.00	\$31,143.47	\$24,091.01	13.2500	

BECAUSE in connection with such loan(s) the following-described security instrument(s) were taken on property described there and located in JUANA DIAZ County, State of PUERTO RICO

TABLE II

Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
MORTGAGE DEED	05-14-82	PONCE	Book: 415 Farm: 10,038	115 vto.
			Book: 251 Farm: 9,918	238
			Book: 422 Farm: 6,672	88
			Book: 422 Farm: 6,671	83
			Book: 62 Farm: 6,674	25 vto.

THEREFORE, in consideration of (i) the assumption of indebtedness as herein provided, and (ii) the Government's consent to such assumption and to any accompanying conveyance or transfer of security property to the assuming parties, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government or to the insured lender through the Government if and when an insured lender is the holder of said debt instrument(s), at the office of the Farmers Home Administration shown below, the amounts, and at the times, specified in the following subparagraph (a) or (b) designated by an X in the appropriate block:

(a) ☐ THE SUM OF \_\_\_\_\_ dollar

(\$ \_\_\_\_\_), plus INTEREST on the UNPAID PRINCIPAL at the rate of \_\_\_\_\_ PERCENT

(\_\_\_\_\_ %) PER ANNUM, in \_\_\_\_\_ installments as follows:

\$ \_\_\_\_\_ on \_\_\_\_\_, 19 \_\_\_\_\_

and \$ \_\_\_\_\_ thereafter on the \_\_\_\_\_ of each \_\_\_\_\_ until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced

hereby, if not sooner paid, shall be due and PAYABLE \_\_\_\_\_ ( \_\_\_\_\_ ) YEARS from the DATE of this assumption agreement.

(b) ☒ Of the entire unpaid indebtedness under said debt and security instrument(s), the sum of ---THIRTY ONE THOUSAND---

ONE HUNDRED FORTY THREE 47/100 dollars (\$ 31,143.47) principal, with interest thereon at the

rate of FIVE percent per annum from the date hereof, plus ---TWENTY TWO THOUSAND EIGHT---

dollars (\$ 22,856.53) accrued interest as of the date hereof, without interest thereon, which accrued interest is included to the first installment written below. The principal and interest shall be due and payable as follows:

\$ 1,421.00 on 1-1, 19 89 \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_

\$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_

\$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_

\$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_

\$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_ \$ NA on \_\_\_\_\_, 19 \_\_\_\_\_

and \$ 3,174.00 thereafter on January 1st of each year until the indebtedness hereby assumed is paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before

JUNE 23, 19 2028

2. Payments shall be applied in accordance with the accounting procedures of the Farmers Home Administration.

3. If this assumption evidences a limited resource loan, the Government may CHANGE THE RATE OF INTEREST in accordance with the regulations of the Farmers Home Administration, not more often than quarterly by giving the borrower thirty (30) days prior written notice to the borrower's last known address.

4. The provisions of said debt and security instrument(s) and of any outstanding agreements executed or assumed by the present debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obligations of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obligation to pay the Government an insurance charge in addition to interest, if and as provided in any such instrument(s). Any provisions of the debt and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

5. This agreement shall be subject to present regulations of the Farmers Home Administration and to its future regulations which are not inconsistent with the express provisions hereof.

6. When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

ASSUMING PARTIES:

Asael Guzman Correa (Borrower)  
Ada Minerva Torres Alvarez (Co-Borrower)

HC-01 BOX 4291, VILLALBA, P. R. 00766

UNITED STATES OF AMERICA

Juan Mercado Acevedo  
 JUAN MERCADO ACEVEDO  
 County Supervisor  
 (Title)

FARMERS HOME ADMINISTRATION

#217 LAS FLORES ST. ROUTE 14 KM. 15.3  
 JUANA DIAZ, P. R. 00665  
 (Office Address)

Form FmHa 427-1 PR  
10/77

NUMBER NINETEEN (19)

VOLUNTARY MORTGAGE

In Ponce, Puerto Rico, on May fourteen (14), nineteen eighty-two (1982).

BEFORE ME

ISIDORO MONTES CEBOLLERO

Attorney and Notary Public of this Island, resident and domicile of Ponce, Puerto Rico, with offices in this city.

APPEAR

The persons named in paragraph TWELVE of this mortgage, hereinafter referred to as "mortgagor," and whose personal information appears in said paragraph.

I do attest to personal acquaintance with the appearing parties, as well to as their statements regarding their age, marital status, profession, and residence.

[Seal]

They assure me that they are in full enjoyment of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity for this granting.

THEY STATE

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH of this mortgage as well as all rights and interest in the same, hereinafter referred to as "the properties."

[Seal]

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH.

THIRD: That the mortgagor is obligated to the United States of America, acting through the Farmers Home Administration, hereinafter referred to as the "mortgagee," in connection with a loan or loans evidenced by one or more promissory notes or subrogation agreements, hereinafter referred to as the "promissory note," be there one or more. The Government requires that additional monthly payments of one twelfth of the contributions, assessments (taxes),

Form FmHa 427-1 PR 10/77 insurance premiums and other charges that have been estimated for the mortgaged property.

FOURTH: It is understood that;

(One) The promissory note represents a loan or loans to mortgagor in the principal amount specified therein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of nineteen sixty-one consolidating the Farmers Home Administration, or Title Five of the Home Act of nineteen forty-nine, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest of said promissory note.

[Seal]

(Four) At all times when payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the promissory note's interest to be designated as "annual charges."

[Seal]

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept instead the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the promissory note, or in any other supplementary agreement, he shall sign the promissory note over to the mortgagee upon mortgagee's request.

(Six) Among other things, it is the purpose and intent of this mortgage that whenever the promissory note is held by the mortgagee, or in the event the mortgagee transfers this mortgage without insuring the promissory note, this mortgage shall guarantee payment of the promissory note; but when the promissory note

Form FmHa 427-1 PR



Form FmHa 427-1 PR 10/77 is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under the insurance endorsement caused by any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the promissory note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the promissory note's payment and as a guarantee of the amount of the promissory note as specified in subparagraph (One) of paragraph NINTH, with interest at the rate stipulated and to ensure prompt payment of said promissory note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the promissory note is held by an insured lender guaranteeing the amounts specified in subparagraph (Two) of paragraph NINTH herein, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold the mortgagee harmless against losses under its insurance endorsement due to any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (Three) of paragraph NINTH of this document, and to insure mortgagor's compliance with each and every agreement and stipulation herein or in any supplementary agreement, mortgagor hereby executes a voluntary mortgage in favor of mortgagee for the property described in paragraph ELEVENTH below, together with all rights, interests, easements, inheritances, and attachments pertaining thereto; all income, credits, profits, revenues of same; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms or to all payments owed at any time to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or for damages to any part thereof, or interest on same, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, have been paid in full. In case of foreclosure, the property shall be used for the payment of the principal, interest thereon before and after maturity, until these are fully

[Seal]

Form FmHa 427-1 PR



Form FmHa 427-1 PR  
10/77

paid, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee to the mortgagor with applicable interest until all costs and expenses, including mortgagee's attorneys' fees, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH of this document.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed when due and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the promissory note due to any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the promissory note to mortgagee, as holder's collection agent.

(Two) To pay to mortgagee an initial fee for inspection and appraisal and any delinquency charges required now or in the future by Farmers Home Administration regulations.

[Seal]

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the promissory note, less the annual amount or charge, may be paid by mortgagee to the holder of the promissory note under the terms of the promissory note and of the insurance endorsement referenced in the above paragraph FOURTH on mortgagor's behalf.

Any amount due and unpaid under the terms of the promissory note, whether it is held by mortgagee or by an insured lender, may be applied to the promissory note by mortgagee, and shall thus constitute an advance made by mortgagee on mortgagor's behalf.

[Seal]

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of **Thirteen and one quarter** percent (13.25%) per annum, from the date on which payment was due until the date on which mortgagor satisfies same.

(Four) Whether or not the note is insured by mortgagee,

Form FmHa 427-1 PR  
10/77

any or all advances made by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges, due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advances until mortgagor pays said advances.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the promissory note and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from his breach of the payment agreement. Said advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the promissory note or to any other debt of the mortgagor guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the promissory note solely for purposes authorized by mortgagee.

[Seal]

(Seven) To pay, when due, the loan total, all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property, as well as on all future improvements. The insurance against fire and other hazards shall be in the form, amounts, and terms and conditions approved by mortgagee.

[Seal]

(Nine) To maintain the property in good condition and to promptly verify all necessary repairs for the preservation of the property; to refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; to not remove or demolish any building or improvement on the property; nor cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals without mortgagee's consent, and to promptly carry out the repairs on the property that

Form FmHa 427-1 PR

Form FmHa 427-1 PR 10/77 mortgagee may require from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as defined in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through his family, as a farm and for no other purpose, and he shall not lease the farm, nor any part of it, unless mortgagee gives written consent for another method of operation or for leasing.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property in the form and manner required by mortgagee, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, his agents, and his attorneys shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether the security granted has been deteriorated or diminished, and if such inspection or examination reveals, in mortgagee's judgment, that the security is in fact deteriorating or diminishing, this shall constitute a breach of this mortgage agreement by mortgagor.

[Seal]

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may implement the proceedings necessary to defend his interests, and any costs or expenditures incurred by mortgagee in said proceedings will be added to mortgagor's debt, and shall be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

[Seal]

(Fourteen) If, at any time while this mortgage remains in effect, mortgagor does abandon the property or voluntarily turn it over to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect rents, benefits, and income deriving from same,

Form FmHa 427-1 PR

Form FmHa 427-1 PR  
10/77

and to apply these first to collection and administration expenses and second to the payment of the debt evidenced by the promissory note or any other debt to mortgagee guaranteed herein, in the order and manner determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may obtain a loan from a production credit association, from a Federal Bank, or another responsible source, whether cooperative or private, at an interest rate and on terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in an amount sufficient to pay the promissory note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

[Seal]

(Sixteen) In the event of a default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or declares himself or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all unpaid debt under the terms of this promissory note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and conservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request legal protection.

[Seal]

(Seventeen) Mortgagor shall pay or reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, those of the promissory note and in any other

Form FmHa 427-1 PR

Form FmHa 427-1 PR 10/77 supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, obligations, or similar concepts set forth herein, or in other agreements, and without affecting the liability of any person for payment of the promissory note or any other debt herein guaranteed, and without affecting the lien on the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (One) to waive compliance with any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (Two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of time for payment of the promissory note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (Three) to grant and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage in favor of any other lien on the property.

[Seal]

(Nineteen) All rights, title, and interest in or over this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and full cancellation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or over the lien and benefits contained herein.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, rehabilitation loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any other such security instrument shall constitute default on this mortgage.

[Seal]

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail, unless otherwise required by law, and shall be addressed, until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to the mailing address

Form FmHa 427-1 PR

Form FmHa 427-1 PR of his residence as specified below.  
10/77

(Twenty-Two) Mortgagor hereby relinquishes to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance to payment of the promissory note and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with the mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of **FIFTY-SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$57,650.00)**.

EIGHTH: Mortgagor hereby waives the procedural requirements and agrees to be considered in default without need of any notification of default or demand for payment on the part of the mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations not inconsistent with the provisions of this mortgage, as well as to the laws of the Congress of the United States of America that authorize the allocation and insuring of the aforementioned loan.

[Seal]

NINTH: The amounts guaranteed by this mortgage are as follows:

One. At all times when the promissory note referenced in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should assign this mortgage without insuring the promissory note:

**THIRTY THOUSAND DOLLARS (\$30,000.00)**,  
the principal amount as said promissory note, with interest as stipulated therein at the rate of **Thirteen and one quarter percent (13.25%)** per annum;

[Seal]

Two. At all times when the promissory note is held by an insured lender:

(A) **THIRTY THOUSAND DOLLARS (\$30,000.00)**

Form FmHa 427-1 PR

Form FmHa 427-1 PR  
10/77

to indemnify the mortgagee for advances to the insured lender due to mortgagor's failure to pay the installments as specified in the promissory note, with interest as a stated in paragraph SIXTH, Third;

(B) **FORTY-FIVE THOUSAND** DOLLARS (\$45,000.00)  
to indemnify the mortgagee against any loss it might sustain under its insurance of payment of the note;

Three. If any event and at all times whatsoever:

(A) **TWELVE THOUSAND** DOLLARS (\$12,000.00)  
for arrears interest.

[Seal]

(B) **SIX THOUSAND** DOLLARS (\$6,000.00)  
for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, Third;

(C) **THREE THOUSAND** DOLLARS (\$3,000.00)  
for costs, expenses, and attorneys' fees in case of foreclosure;

(D) **THREE THOUSAND** DOLLARS (\$3,000.00)  
for costs and expenses incurred by mortgagee in proceedings to defend its interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, Thirteen.

TENTH: That the promissory note(s) referred to in paragraph THIRD<sup>[Seal]</sup> of this mortgage is(are) described as follows:

"Promissory note executed in case number **Sixty-three, dash thirty-three, dash** \_\_\_\_\_, dated **May fourteen (14),**  
**nineteen eighty-two (1982).**

Form FmHa 427-1 PR



Form FmHa 427-1 PR  
10/77

in the amount of **THIRTY THOUSAND DOLLARS (\$30,000.00)**

dollars<sup>1</sup> of principal, plus interest on the unpaid principal balance at a rate of **THIRTEEN AND ONE QUARTER**

**(13.25%)** percent per annum, until the principal is fully paid according to the terms, installments, conditions and stipulations contained in said promissory note and as agreed between the Borrower and the Government, except that the final installment of the total debt herein, if not previously paid, shall be due and payable **FORTY (40)** years from the date of this promissory note.

Said promissory note has been granted as evidence of a loan made by the Government to the Borrower, pursuant to the law of the Congress of the United States of America known as "Consolidated Farm and Rural Development Act of 1961" or pursuant to "Title V of the Housing Act of 1949," as amended, and is subject to the current regulations of the Farmers Home Administration and its future regulations not inconsistent with said Law. To which description I, the authorizing Notary, DO ATTEST.

[Seal]

ELEVENTH: The farm object of this deed and over which this Voluntary Mortgage is constituted is described as follows:

Reverse of  
Folio-115  
Book-(415)  
122  
Farm 10,038  
Rec. - 16.

[Illegible]:  
f. 268  
[Illegible]

"A" - **RURAL PROPERTY:** Unnamed plot of land, in the municipality of Ponce, Barrio Marrueño, with a surface area of forty cuerdas, more or less, equivalent to fifteen hectares, seventy-two ares, sixteen centiares, equal to One Hundred Fifty-Seven Thousand Two Hundred Sixteen square meters (157,216 m<sup>2</sup>). Bordered to the North by Inheritance of Mr. Sandalio Rivera Luna; to the South, Inheritance of Maldonado and Mr. Claudino Chamorro; to the East, the aforementioned Inheritance of Mr. Sandalio Rivera and the above-mentioned Mr. Claudino Chamorro; and to the West, the Marueño River."

Recorded on Folio One Hundred Eleven (111) of Book Four Hundred Fifteen (415) of Ponce, Farm number Ten Thousand Zero<sup>2</sup> Thirty-Eight (10,038).

[Seal]

The Farm described above has a value of Twenty Thousand Dollars (\$20,000.00).

Form FmHa 427-1 PR

Folio -  
Book - NO  
Farm -  
9918

"B"-**RURAL PROPERTY:** Plot of land consisting of four cuerdas and square,<sup>3</sup> equivalent to one hectare, sixty-seven ares, and four centiares, more or less, equal to Fifteen Thousand Seven Hundred Twenty-One point Sixty square meters (15,721.60 m<sup>2</sup>), located in Barrio Marueño of the municipality of Ponce. Bordered to the north by lands of Mr. Sandalio Rivera, today his inheritance; to the South, by Manuel

<sup>1</sup> Translator's Note: "Dollars" intentionally repeated to reflect original Spanish-language document.

<sup>2</sup> Translator's Note: "Zero" included to reflect original Spanish-language document.

<sup>3</sup> Translator's Note: Translated literally from original.



Maldonado Valázquez; to the East and West by lands of Mr. Sandalio Rivera, today his Inheritance. It is hereby stated that, to the West and North, this farm is currently bordered by Román Quintana.

Recorded on Folio Two Hundred Thirty-Eight (238) of Book Two Hundred Fifty-One (251) of Ponce, Farm number Nine Thousand Nine Hundred Eighteen (9,918), third recording.

It has a value of Two Thousand Dollars (\$2,000.00)

Folio 88  
Book 422  
Farm (-14642)  
today 6672  
Rec. - 4

"C" - RURAL PROPERTY: Plot of land consisting of Four cuerdas, equivalent to One hectare, Fifty-Seven ares, and twenty-two centiares, equal to Fifteen Thousand Seven Hundred Twenty-One point Sixty square meters (15,721.60 m<sup>2</sup>), located in Barrio Marueño of the Municipality of Ponce, Puerto Rico. Bordered to the North by lands of Mr. Ramón Quintana; and to the South, East, and West by lands of Mr. Antonio Batiz.

Recorded on Folio Eighty-Six (86) of Book Four Hundred Twenty-Two (422), municipality of Ponce, Farm number Fourteen Thousand Six Hundred Forty-Two (14,642), first recording.

It has a value of Two Thousand Dollars (\$ 2,000.00)

[Initials]

Folio 83  
Book 422  
Farm (4641)  
Today 6671  
Rec. - 4

"D" RURAL PROPERTY: Plot of land located in Barrio Marueño of the municipality of Ponce, Puerto Rico, consisting of Eight cuerdas, equivalent to Three hectares, Fourteen ares, and forty-three centiares, equal to Thirty-One Thousand Four Hundred Forty-Three point Twenty square meters (31,443.20 m<sup>2</sup>).

Bordered to the North and East by lands of Mr. Román Quintana; to the South by lands of Antonio Batiz and Román Quintana; and to the West by the Marueño River.

Recorded on Folio Eighty-One (81) of Book Four Hundred Twenty-Two (422), municipality of Ponce, Farm number Fourteen Thousand Six Hundred Forty-One (14,641), first recording.

It has a value of Four Thousand Dollars (\$ 4,000.00)

Folio (reverse of  
[Illegible] 25  
[Illegible]  
Book (255)  
62  
Farm (10,002)  
6674  
Rec. - 4

"E" - RURAL PROPERTY: Four cuerdas of land, more or less, equivalent to one hectare, Fifty-Seven ares, twenty-one centiares, equal to Fifteen Thousand Seven Hundred Twenty-One point Sixty square meters (15,721.60 m<sup>2</sup>), located in Barrio Marueño of Ponce. Bordered to the North by Vicente, Juana, Miguel Maldonado and Ramona Maldonado, that is, previously Santiago Maldonado; to the South by Manuel Maldonado; to the East by the same Miguel Maldonado and Ramona Maldonado; and to the West by the Marueño River.

[Seal]

Recorded on folio eighty-one (23) of book four hundred fifty-five (255), municipality of Ponce, farm number ten thousand two (10,002). Second inscription.

It has a value of Two Thousand Dollars (\$ 2,000.00)

"F"--URBAN PROPERTY: Plot located in Barrio Canas of the municipality of Ponce, Puerto Rico, in the Punto Oro Subdivision, marked with the number fifty-eight (58) of Block "O," with a surface area of THREE HUNDRED SIXTY-EIGHT SQUARE METERS AND TWENTY-SIX SQUARE CENTIMETERS (368.26 m<sup>2</sup>). Bordered to the North, for twelve meters and eighty-eight centimeters, by plot number sixty-nine of Block "O" of said Subdivision; to the South, for Sixteen, correction, Sixteen meters and forty-one centimeters, by street number One of said Subdivision; to the East, for twenty-five meters, by plot number fifty-seven of Block "O" of said Subdivision; and to the West, for twenty-five meters, by plot number fifty-nine of the same Block "O" of the Subdivision.

The plot described above contains a reinforced concrete residence, for housing purposes of a single family.

Recorded on Folio One Hundred Eighteen (118) of Book One Thousand Three Hundred Sixty-One (1,361) of the municipality of Ponce II, Farm number Five Thousand Seven Hundred Eight (5,708) according to its second inscription.

The property described above was acquired, pursuant to deed number Eighteen, granted in the city of Ponce, Puerto Rico, on June twenty-six, nineteen eighty-one, before the Notary Francisco Méndez Santana.

Folio: reverse of 118  
Book: (1361)  
571  
Farm: (38,975)  
Today 5708  
Rec.: 3

[Seal]

[Seal]

Form FmHa 427-1 PR  
10/77

The borrower acquired the farm described above through purchase from Mr. Román Quintana Colón and the Inheritance of Mrs. Juana Maldonado, the farms described under the letters A, B, C, D, and E pursuant to Deed Number Twenty (20), dated May eight, nineteen eighty-two, granted in the city of Ponce before the Notary Francisco Méndez Santana. Said property is subject to the encumbrances and restrictions described in paragraph Nineteenth of this deed.

[Seal]

TWELFTH: Appearing as mortgagors on this deed are: MR. LUIS G. SEDA BONILLA, of legal age, divorced, whose mailing address is: Urbanización Villa Grillasca G-7 B, Ponce, Puerto Rico, 00731, and a resident of Ponce, Puerto Rico.

THIRTEENTH: The proceeds of the loan recorded herein were used or shall be used for agricultural purposes and construction and/or repairs and/or improvements to the physical structures on the aforementioned farm(s).

FOURTEENTH: The mortgagor shall personally occupy and make use of any structure that has been built, improved and sold with the amount of the loan herein guaranteed and shall not lease or use said structure for other purposes without the written consent of the Government. Violation of this clause, as well as the violation of any other agreement or clause contained herein, shall cause the maturity of the obligation as if the loan term were complete and the Government shall be empowered to declare the loan due and payable and proceed to the foreclosure of the mortgage.

FIFTEENTH: This mortgage is expressly extended to all existing construction or buildings on the farm(s) described above

Form FmHa 427-1 PR  
10/77

and all to all improvements, construction, or buildings constructed on said farm(s) during the effective period of the mortgage constituted in favor of the Government, verified by the current owners/debtors or by their heirs and assignees.

SIXTEENTH: The mortgagor hereby jointly and severally waives, for himself and on behalf of his heirs, assignees and successors or representatives, and in favor of mortgagee (Farmers Home Administration), any Homestead right that he may have, presently or in the future, related the property described in paragraph eleventh or in the buildings set thereon or that may be constructed in the future; this waiver in favor of Farmers Home Administration is permitted under Act Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31 L.P.R.A. 1851).

[Seal]

SEVENTEENTH: The mortgagee and mortgagor agree that any stove, oven, or heater purchased either fully or in part with funds from the loan guaranteed herein, shall be considered and understood to be part of the property encumbered by this mortgage.

EIGHTEENTH: This instrument further guarantees the rescue or recovery of any interest credit and subsidy that may be granted to the borrowers by the Government, in accordance with the provisions of Title 42 of the United States Code, Section 1490-A, (42 U.S.C. 1490-A).

[Seal]

NINETEENTH: The farms object of this mortgage are subject to the following charges and conditions:

The farm described property under letter "A," to a real right of a right-of-way easement on a strip of land of Eight

[Seal]

point Two Thousand Six Hundred Ninety-Seven cuerdas (8.2697 cdas.), in favor of the *Autoridad de Energía Eléctrica de Puerto Rico* [Puerto Rico Electric Power Authority]; and to a notation of claim in civil case number eighty-seven seventy-five (8775) for Money Collection, dated April twenty-two of nineteen twenty-seven, for Two Hundred Dollars (\$200.00), Ponce Municipal Court, which notation of claim also appears on the farm described under the letter "E" ; The farm described under the letter "B" is subject to two mortgages, each in the amount of Four Hundred dollars (\$400.00), granted on July fourteen, nineteen twenty-six, in favor of the bearer, with maturity dates of June thirty, nineteen twenty-eight, and June thirty, nineteen thirty ; The farms under the letters "C" and "D" are free of charges and encumbrances ; The property described under the letter "F" is subject to easements in favor of *Autoridad de las Fuentes Fluviales de Puerto Rico* [Puerto Rico Water Resources Authority], now *Autoridad de Energía Eléctrica* [Electric Power Authority], *Autoridad de Acueductos y Alcantarillados de Puerto Rico* [Puerto Rico Aqueducts and Sewer Authority], Puerto Rico Telephone Company, Municipality of Ponce, restrictive conditions on building and use, and a First mortgage in the amount of Twenty-Seven Thousand Six Hundred Fifty dollars (\$27,650.00), with interest at a rate of eight and one half percent (8 1/2 %) per annum, in favor of James T. Barnes of Puerto Rico.

[Seal]

TWENTIETH: In reference to paragraph Seventh, which stated that in the event of

foreclosure on this mortgage, the mortgaged properties are appraised in the amount of Fifty-Seven Thousand Six Hundred Fifty Dollars (\$57,650.00). No distribution is effected as regards the liability of each farm because the mortgagor expressly consents that, in the event of foreclosure, the farms shall be severally liable.

Such is the Voluntary Mortgage Deed that the appearing party agrees to and accepts, after I, the Notary, made to him the legal advisements pertinent to the nature of this granting.

[Seal]

After this deed was read by the appearing party, he ratifies its content, affixes his initials to each and every folio of same, and signs with me, the Notary. To all that is set forth in this Public Instrument, I DO ATTEST.

SIGNED: Luis G. Seda Bonilla

SIGNED, STAMPED, SEALED, AND MARKED: ISODRO MONTES CEBOLLERO, Attorney and Public Notary.

The corresponding Internal Revenue seals and the Bar Association of Puerto Rico seal are attached and duly cancelled, and the initials of the appearing parties appear on each and all of the pages of the original of this deed.

The foregoing is A TRUE AND EXACT COPY of the content of the original, which is filed in my Current Register of Public Instruments, according to the number indicated at the beginning, in my custody and to which I refer. In witness whereof, and at the request of the interested party, I issue this copy, which I sign, seal, stamp, and mark, in Ponce, Puerto Rico, on the day of its granting.

[Signature]

ISIDORO MONTES CEBOLLERO  
ATTORNEY - NOTARY  
APARTADO 7594  
PONCE, P.R. 00732

[Stamp]

[Seal]

Registry [Illegible]
Submitted at <u>2:55 p.m.</u>
Entry No. <u>63 [Illegible]</u> <u>28</u>
[Illegible] <u>No fees</u>
Ponce, P.R. <u>May 14</u> , 19 <u>[Illegible]</u>

*Taken out today, June 28, 1982.*

Registry [Illegible]
Submitted at <u>8:45 a.m.</u>
Entry No. <u>69 [Illegible]</u> <u>29</u>
[Illegible] <u>No fees</u>
Ponce, P.R. <u>July 2</u> , 19 <u>82</u>

*Recorded on reverse of folio 115 of book 415 of Ponce previously, today 122, farm #10,038 previously, today 6239, recording 16.  
Subject*

*This document recorded where indicated in the margin next to the description of each of the farms. Farm #10,038 is subject to an easement in favor of Autoridad de Energía Eléctrica [Electric Energy Authority].* [Seal]

*Farms (#14,641) and (14642) are free of charges.*

*Farm #10,002 is subject to a lien that gave rise to the notation letter A. And farm #38,975*

*is subject to the following charges: easement in favor of E.L.A. of P.R.; lease in favor of Alvaro L. [Illegible], easement in favor of Autoridad de las Fuentes Fluviales de P.R. [P.R. Water Resources Authority], easement in favor of the Autoridad de Acueductos y Alcantarillados de P.R. [P.R. Aqueducts and Sewer Authority], easement in favor of Puerto Rico Telephone Company, restrictive conditions, subject to the mortgage constituted herein.*

*Ponce, August 17, 1982 [Signature]*

*No Fees*

*where indicated by the notes in the margin next to each farm.  
Utuaado, February 22, 1982.*

pertinent to the nature of this granting.<sup>4</sup>

After this deed was read by the appearing party, he ratifies its content, affixes his initials to each and every folio of same, and signs with me, the Notary. To all that is set forth in this Public Instrument, I DO ATTEST.

SIGNED: Luis G. Seda Bonilla

SIGNED, STAMPED, SEALED, AND MARKED: ISODRO MONTES CEBOLLERO, Attorney and Public Notary.

The corresponding Internal Revenue seals and the Bar Association of Puerto Rico seal are attached and duly cancelled, and the initials of the appearing parties appear on each and all of the pages of the original of this deed.

The foregoing is A TRUE AND EXACT COPY of the content of the original, which is filed in my Current Register of Public Instruments, according to the number indicated at the beginning, in my custody and to which I refer. In witness whereof, and at the request of the interested party, I issue this copy, which I sign, seal, stamp, and mark, in Ponce, Puerto Rico, on the day of its granting.

[Signature]  
ISIDORO MONTES CEBOLLERO  
ATTORNEY - NOTARY  
APARTADO 7594  
PONCE, P.R. 00732

[Seal]

[Stamp]

REGISTRY OF THE PROPERTY OF PONCE	
SECTION II	
Submitted at <u>8:05 AM</u>	
Entry Number	<u>532</u> of daily book <u>28</u>
Fees: A stamp of \$50 cents	Num.
A receipt of \$1.00	Num.
Receipt of \$	Num.
Receipt of \$	Num.
Total fees \$ No Fees	
In Ponce, P.R. on <u>June 22, 1982.</u>	
<hr/> Registrar	

<sup>4</sup> Translator's Note: Scan of original document contains extensive handwriting that appears reversed and likely bled through from the other side of the paper when the copy/scan was made.



*This document recorded where indicated in the margin next to the description of each of the farms. Farm #10,038 is subject to an easement in favor of Autoridad de Energía Eléctrica [Electric Energy Authority]. Farms #14,641 and [Illegible] are free of charges. Farm [Illegible] is subject to a Lien giving rise to the notation letter A and farm #38,975 is subject to the following charges: easement in favor of the Commonwealth of P.R., lease in favor of Alvaro L. [Illegible], easement in favor of Autoridad de las Fuentes Fluviales de P.R. [P.R. Water Resources Authority]; easement in favor of Autoridad de Acueductos y Alcantarillados de P.R. [P.R. Aqueducts and Sewer Authority]; easement in favor of Puerto Rico Telephone Company, Restrictive conditions. Ponce, August 8, 1982.*

*No fees.*

[Signature]  
Registrar<sup>5</sup>

*Attention: there are 5 farms*

[Seals]

---

<sup>5</sup> Translator's Note: Scan of original document contains printed text that appears reversed and likely bled through from the other side of the paper when the copy/scan was made.

Forma FmHA 427-1 PR  
10/77

NUMERO **DIECINUEVE (19)-----**

-----HIPOTECA VOLUNTARIA-----

✓ En **Ponce, Puerto Rico a los catorce (14) días del mes de mayo de mil novecientos ochenta y dos (1982).**

----- ANTE MI -----

--- **ISIDORO MONTES GEBOLLERO** -----

Abogado y Notario Público de esta Isla con residencia y vecindad en **Ponce, Puerto Rico -----** y oficina en **esta ciudad, -----**

-----COMPARECEN-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad.-----

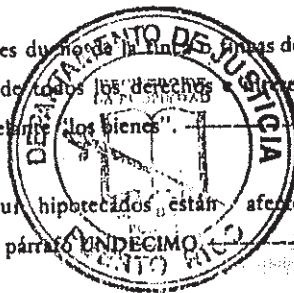
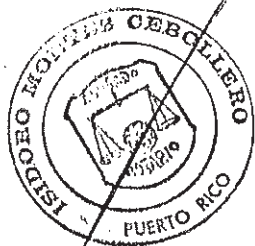
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento,

EXPONEN

PRIMERO: El deudor hipotecario es dueño de la finca y bienes descritos en el párrafo UNDECIMO así como de todos los derechos y acciones en las mismas, denominada de aquí en adelante "los bienes".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avaluos (impuestos), primas de



FORMA FmHA 427-1 PR

SEP 30 1981

Forma FmHA-427-1 PR  
10/77

seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria. -----

CUARTO: Se sobreentiende que: -----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada. -----

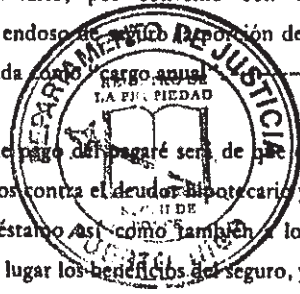
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado. -----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré. -----

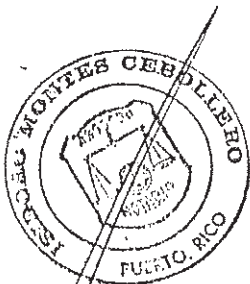
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de dicho pagaré la proporción del pago de intereses del pagaré que será designada como cargo anual. -----

(Cinco) Una condición del aseguramiento del pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario. -----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré



Forma FmHA-427-1 PR  
10/77

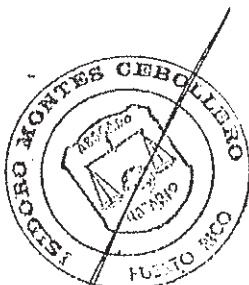


esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario. —

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total



Forma FmHA-427-1 PR  
10/77



cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. -----

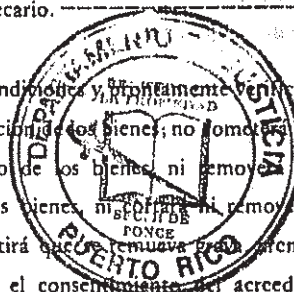
(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. -----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. -----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. -----

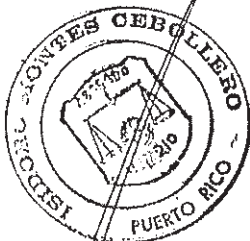
(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. -----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes, ni removerá ni demolerá ningún edificio o mejora en los bienes, ni removerá ni permitirá que se remueva la paja, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que -----





Forma FmHA-427-1 PR  
10/77



el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. -----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. -----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. -----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. -----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. -----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras se tuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos



Forma FmHA-427-1 PR  
10/77



y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pague según se contiene en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro





Forma FmHA-427-1 PR  
10/77



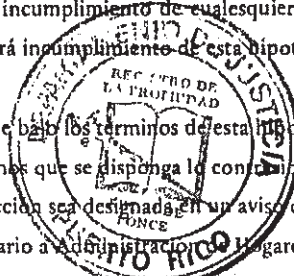
convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario; (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

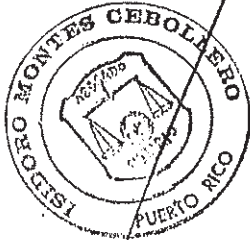
(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a la Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de



Forma FmHA-427-1 PR  
10/77



su residencia según se especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de **CINCUENTA Y SIETE MIL SEISCIENTOS**

**CINCUENTA DOLARES (\$57,650.00).**

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cedere esta hipoteca sin asegurar el pagaré:

**TREINTA MIL ..... DOLARES (\$ 30,000.00)**  
el principal de dicho pagaré, con sus intereses según estipulados en el

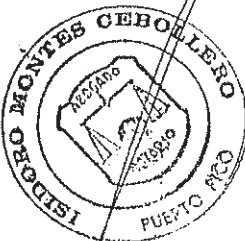
**Trece y cuarto** por ciento (13.25%)

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:

(A)

**TREINTA MIL ..... DOLARES (\$30,000.00)**

Forma FmHA 427-1 PR  
10/77



para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado por motivo del incumplimiento del deudor hipotecario de pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEPTIMO, Tercero; -----

(B)

**CUARENTA Y CINCO MIL ..... DOLARES (\$ 45,000.00)**  
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; -----

Tres. En cualquier caso y en todo tiempo; -----

(A)

**DOCE MIL ..... DOLARES (\$ 12,000.00)**  
para intereses después de mora; -----

(B)

**SEIS MIL ..... DOLARES (\$ 6,000.00)**  
para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero; -----

(C)

**TRES MIL ..... DOLARES (\$ 3,000.00)**  
para costas, gastos y honorarios de abogado en caso de ejecución; -----

(D)

**TRES MIL ..... DOLARES (\$ 3,000.00)**  
para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Tercero. -----

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: -----

"Pagaré otorgado en el caso número **Seenta y tres, Quin treinta y tres, guión** -----

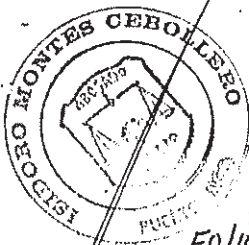
(63-33- ..... fechado el día **entorrea (14)** -----

--- de **mayo** de mil novecientos **ochenta y dos** -----

(1982) .-----

FORMA FmHA 427-1 PR

Forma FmHA 427-1 PR  
10/77



Folio 115

Tomo (415)  
122

Finsa 10,038

175 - 16

115 - 16

268

115

Folio -

Tomo - 110

Finsa -

por la suma de **TRICENTA MIL DOLARES (\$30,000.00)**-----

----- dólares de principal más intereses sobre el balance del principal  
adeudado a razón del **TRECE Y CUANTO** -----

----- **(13.25%)** por ciento anual, hasta tanto su principal sea  
totalmente satisfecho según los términos, plazos, condiciones y estipulaciones  
contenidas en dicho pagaré y según acordados y convenidos entre el  
Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
representada, de no haber sido satisfecho con anterioridad, vencerá y será  
pagadero a los **CUARENTA (40)** años de la fecha de este pagaré.

--- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido  
por el Gobierno al Prestatario de conformidad con la Ley del Congreso  
de los Estados Unidos de América denominada "Consolidated Farm and  
Rural Development Act of 1961" o de conformidad con el "Title V of  
the Housing Act of 1949", según han sido enmendadas y está sujeto a los  
presentes reglamentos de la Administración de Hogares de Agricultores  
y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya  
descripción, yo, el Notario Autorizante, DOY FE. -----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que  
se constituye Hipoteca Voluntaria, se describe como sigue: -----

---"A"- RUSTICA : Porción de terreno sin nombre, que  
radica en el término municipal de Ponce, Barrio-----  
Marueño, con cabida de cuarenta cuerdas, más o menos  
equivalentes a quince hectáreas, setenta y dos áreas,  
dieciséis centiáreas, iguales a Ciento cincuenta y--  
siete mil doscientos dieciséis metros cuadrados-----  
(157,216 m/c), colindando al Norte con Sucesión de--  
Don Sandalio Rivera Luna, por el Sur, Sucesión-----  
Maldonado y Don Claudino Chamorro, por el Este, la--  
citada Sucesión de Don Sandalio Rivera y el referido--  
Don Claudino Chamorro, y por el Oeste, el Río-----  
Marueño".-----

---Inscrito al Folio Ciento once (111) de Tomo-----  
Cuatrocientos quince (415) de Ponce, Finsa número--  
Diez mil cero treinta y ocho (10,038).-----

---La antes descrita Finsa tiene un valor de Veinte--  
Mil Dólares (\$20,000.00).-----

---"B"-RUSTICA : Predio de terreno compuesto de cuatro  
cuerdas y cuadro, equivalentes a una hectárea, -----  
sesenta y siete áreas y cuatro centiáreas, más o menos  
iguales a Quince mil setecientos veintinueve punto-----  
sesenta metros cuadrados (15,721.60 m/c), radicados--  
en el Barrio Marueño del término municipal de Ponce,--  
colindando al norte, con terrenos de Don Sandalio-----  
Rivera hoy su Sucesión, al Sur, con Manuel -----

FORMA FmHA 427-1 PR

Maldonado Velázquez, y por el Este y Oeste con-----  
terrenos de Don Sandalio Rivera, hoy su Sucesión.---  
Se hace constar que actualmente, por el Oeste y-----  
Norte, esta finca colinda con Román Quintana.-----

---Inscrito al Folio Doscientos Treinta y ocho (238)  
del Tomo Doscientos cincuenta y uno (251) de Ponce,--  
Finca número Nueve mil novecientos dieciocho (9,918)  
inscripción tercera.-----

---Tiene un valor de Dos mil dólares (\$2,000.00).---

Folio 88

Tomo 422

fca (14642)

hoy 6672

Ins 4

---"C" - RUSTICA : Predio de terreno compuesto de---  
Cuatro cuerdas, equivalentes a Una hectárea,-----  
Cincuenta y siete áreas y veintidos centiáreas,----  
iguales a Quince mil setecientos veintinueve punto---  
sesenta metros cuadrados (15,721.60 m/c), radicado--  
en el Barrio Marueño del término Municipal de Ponce,  
Puerto Rico, en lindes por el Norte con terrenos del  
Sr. Román Quintana, y por el Sur, Este y Oeste con--  
terrenos de Don Antonio Batiz.-----

---Inscrito al Folio Ochenta y seis (86) del Tomo---  
Cuatrocientos veintidos (422), municipio de Ponce,--  
Finca número Catorce mil seiscientos cuarenta y dos-  
(14,642), inscripción primera.-----

---Tiene un valor de Dos mil dólares (\$2,000.00).---

Folio 13

Tomo 422

fca (14641)

hoy 6674

Ins 4

---"D" - RUSTICA : Predio de terreno radicado en el  
Barrio Marueño del término municipal de Ponce, Puerto  
Rico, compuesto de Ocho cuerdas, equivalentes a Tres  
hectáreas, Catorce áreas y cuarenta y tres centi---  
áreas, iguales a Treinta y un mil cuatrocientos----  
cuarenta y tres punto Veinte metros cuadrados-----  
(31,443.20 m/c.).-----  
En lindes por el Norte y Este con terrenos de Don---  
Román Quintana, por el Sur con terrenos de Antonio--  
Batiz y Román Quintana y por el Oeste, con el Río---  
Marueño.-----

---Inscrito al Folio Ochenta y uno (81) del Tomo---  
Cuatrocientos veintidos (422), municipio de Ponce,--  
Finca número Catorce mil seiscientos cuarenta y uno-  
(14,641), inscripción primera.-----

---Tiene un valor de Cuatro mil dólares (\$4,000.00).---

Folio 250

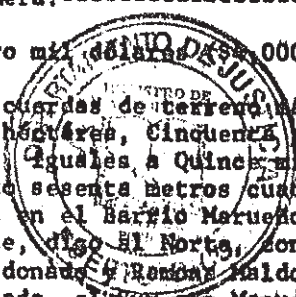
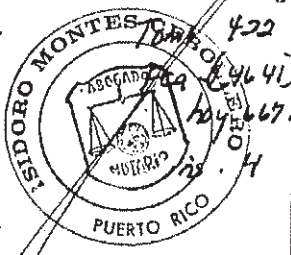
Tomo 255

fca (18602)

hoy 6674

Ins 4

---"E" - RUSTICA : Cuatro cuerdas de terreno más o--  
menos, equivalentes a una hectárea, cincuenta y siete  
áreas, veintinueve centiáreas, iguales a Quince mil---  
setecientos veintinueve punto sesenta metros cuadrados  
(15,721.60 m/c), radicadas en el Barrio Marueño de--  
Ponce, colindando al Norte, digo al Norte, con-----  
Vicente, Juana, Miguel Maldonado y Ramona Maldonado,  
digo antes Santiago Maldonado, al Sur con Manuel----  
Maldonado, al Este, con el mismo Miguel Maldonado y  
Ramona Maldonado, y por el Oeste con el Río-----  
Marueño.-----





---Inscrita al Folio Veintitres (23) del Tomo-----  
 Doscientos cincuenta y cinco (255) del municipio de--  
 Ponce, Finca número Diez mil dos (10,002),-----  
 inscripción segunda .-----

---Tiene un valor de Dos mil dólares (\$2,000.00).---

Folio: 118 u to

Tomo: (361)  
 571

Finca (8,973)  
 hoy 5708  
 ins 3.

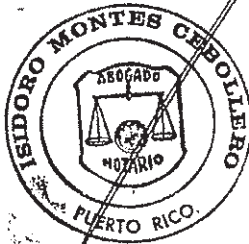
---"F"--URBANA ; Solar radicado en el Barrio Canas--  
 del término municipal de Ponce, Puerto Rico, en la--  
 Urbanización Punto Oro, marcado con el número-----  
 Cincuenta y ocho (58) del Bloque "O", con un área---  
 superficial de TRESCIENTOS SESENTA Y OCHO METROS---  
 CUADRADOS CON VEINTISEIS CENTIMETROS CUADRADOS-----  
 (368.26 m/c); en lindes por el Norte, en doce metros  
 con ochenta y ocho centímetros , con el solar número  
 sesenta y nueve del Bloque "O" de dicha Urbanización,  
 por el Sur, en Dieciseis, digo Dieciseis metros con--  
 cuarenta y un centímetros, con la calle número Uno--  
 de dicha Urbanización , por el Este, en Veinticinco  
 metros con el solar número cincuenta y siete del---  
 Bloque "O" de dicha Urbanización , y por el Oeste,--  
 en veinticinco metros, con el solar número cincuenta  
 y nueve del mismo Bloque "O" de la Urbanización.---  
 ---El antes descrito solar contiene una residencia--  
 de hormigón reforzado, para fines residenciales de--  
 una sola familia .-----

---Inscrita al Folio Ciento dieciocho (118) del-----  
 Tomo Mil trescientos sesenta y uno (1,361) del-----  
 municipio de Ponce II, Finca número Cinco mil-----  
 setecientos ocho (5,708) por su inscripción segunda.

---Fue adquirida la anterior descrita propiedad,---  
 según consta de la escritura número Dieciocho,-----  
 otorgada en la ciudad de Ponce, Puerto Rico , el día  
 veintiseis de junio de mil novecientos ochenta y uno  
 ante el Notario Francisco Méndez Santana,-----



Forma FmHA 427-1 PR  
10/77



Adquirió el prestatario la descrita finca por compra a-----  
Don Román Quintana Colón y la Sucesión de Doña Juana--  
Maldonado, las fincas descrita bajo las letras A,B,C,D,  
y E.....  
según consta de la Escritura Número Veinte (20)-----

----- de fecha Ocho de mayo de mil novecien-  
tos ochenta y dos otorgada en la ciudad de Ponce -----  
ante el Notario Francisco Méndez Santana .-----

Dicha propiedad se encuentra afecta a las cargas y-----  
restricciones que se describen en el párrafo -----  
Décimo Noveno de esta escritura .-----

DUODECIMO: Que comparecen en la presente escritura como-----  
Deudores Hipotecarios DON LUIS G. SEDA BONILLA , mayor--  
de edad, divorciado ,-----  
cuya direccion postal es: Urbanización Villa Grillasca--

G-7 B , Ponce, Puerto Rico 00731 ,-----  
y vecino de Ponce, Puerto Rico .-----

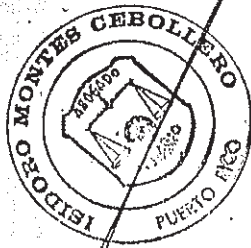
DECIMO TERCERO: El importe del préstamo aquí consignado se  
usó ó será usado para fines agrícolas y la construcción y/o  
reparación y/o mejoras de las instalaciones físicas en la-----  
finca(s) descrita(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará--  
cualquier estructura que haya sido construida, mejorada o-----  
comprada con el importe del préstamo aquí garantizado y no---  
arrendará o usará para otros fines dicha estructura a menos que  
el Gobierno lo consienta por escrito. La violación de esta---  
clausula como la violación de cualquiera otro convenio o cláu-  
sula aquí contenida ocasionará el vencimiento de la obligación  
como si todo el término hubiese transcurrido y en aptitud el .  
Gobierno de declarar vencido o pagadero el préstamo y proceder  
a la ejecución de la hipoteca.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda  
construcción o edificación existente en la(s) finca(s) antes--



Forma FmHA 427-1PR  
10/77



descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del ----- préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes.

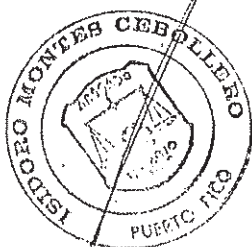
DECIMO SEXTO: El deudor hipotecario por la presente----- renuncia mancomunada y solidariamente por sí y a nombre de-- sus herederos causahabientes, sucesores o representantes a-- favor del acreedor (Administración de Hogares de ----- Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la ----- propiedad descrita en el párrafo undécimo y en los edificios allí enclavados o que en el futuro fueran construídos; ----- renuncia esta permitida a favor de la Administración de ---- Hogares de Agricultores por la Ley Número trece (13) del --- veintiocho (28) de mayo de mil novecientos sesenta y nueve-- (1969) (31 L.P.R.A. 1851).-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario ----- convienen en que cualquier estufa, horno, calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte-- de la propiedad gravada por esta Hipoteca.-----

DECIMO OCTAVO : Este Instrumento garantizará así----- mismo el rescate o recuperación de cualquier crédito-- por intereses o subsidio que pueda otorgarse a los--- prestatarios por el Gobierno de acuerdo con las ----- disposiciones del Título 42 del Código de los Estados Unidos , Sección 1490-A , (42 U.S.C. 1490-A) -----

DECIMO NOVENO : Las fincas objeto de esta hipoteca--- están afectas a las siguientes cargas y condiciones:-- --La descrita bajo la letra "A", a derecho real de--- servidumbre de paso sobre una faja de terreno de Ocho





punto Dos mil Seiscientos Noventa y Siete cuerdas---  
 (8.2697 cdas.), a favor de la Autoridad de Energía--  
 Eléctrica de Puerto Rico ; y a una anotación de-----  
 demanda en el caso civil número ochenta y siete-----  
 setenta y cinco (8775) sobre Cobro de Dinero, de----  
 fecha veintidos de abril de mil novecientos veinti--  
 siete, por Doscientos Dólares (\$200.00), Corte-----  
 Municipal de Ponce, cuya anotación de demanda-----  
 también aparece anotada en la finca descrita bajo la  
 letra "E" ; La finca descrita bajo la letra "B" se--  
 encuentra afecta a dos hipotecas, por el importe de--  
 Cuatrocientos dólares (\$400.00) cada una, otorgadas--  
 el catorce de julio de mil novecientos veintiseis,--  
 a favor del portador, con fechas de vencimiento-----  
 treinta de junio de mil novecientos veintiocho y----  
 treinta de junio de mil novecientos treinta ; Las---  
 fincas descritas bajo las letras "C" y "D" estan----  
 libres de cargas y gravámenes ; La propiedad descri-  
 ta bajo la letra "F" se halla afecta a servidumbres--  
 a favor de la Autoridad de las Fuentes Fluviales de--  
 Puerto Rico, ahora Autoridad de Energía Eléctrica,--  
 Autoridad de Acueductos y Alcantarillados de Puerto-  
 Rico , Puerto Rico Telephone Company, Municipio de--  
 Ponce , condiciones restrictivas sobre edificación--  
 y uso , y a una Primera hipoteca por la suma de---  
 Veintisiete Mil Seiscientos Cincuenta dólares---  
 (\$27,650.00) , con intereses a razón del cinco y ---  
 medio por ciento (8 1/2 %) anual , a favor de James-  
 T. Barnes of Puerto Rico.-----  
 VIGESIMA : Con relación a la Cláusula séptima , en-  
 la cual se hace constar que para el caso de-----

ejecución de esta hipoteca se tasan los bienes-----  
 hipotecados en la suma de Cincuenta y siete mil-----  
 Seiscientos cincuenta Dólares (\$57,650.00), no se--  
 hace distribución en cuanto a la responsabilidad----  
 de cada una de las fincas porque el deudor hipote---  
 cario expresamente consiente a que en caso de ejecu-  
 ción, las fincas responderan solidariamente .-----  
 ---Tal es la escritura de hipoteca Voluntaria que---  
 formaliza y acepta el compareciente, luego que Yo,--  
 el Notario , le hice las advertencias legales-----  
 pertinentes a la naturaleza del presente otorgamien-  
 to .-----  
 ---Leída esta escritura por el compareciente, en su-  
 contenido se ratifica , estampa sus iniciales en ---  
 todos y cada uno de los folios de la misma, y la---  
 firma conmigo, el Notario , que de todo lo consigna-  
 do en este Instrumento Público , DOY FE,-----

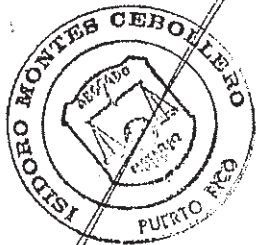
FIRMADO: Luis G. Seda Bonilla

FIRMADO, SIGNADO, SELLADO Y RUBRICADO: ISIDORO MONTES CEBOLLERO, Abogado y Notario Público.

Hay adheridos los correspondientes sellos de Rentas Internas y el sello del Colegio de Abogados de Puerto Rico, debidamente cancelados y existen los iniciales de los otorgantes en todos los folios del original de esta escritura.

CORRESPONDE BIEN Y FIELMENTE, el anterior testimonio con el original de su contenido, obrando en mi Protocolo Corriente de Instrumentos Públicos, según el número al principio indicado, bajo mi custodia y al cual me remito. En FE de ello y a petición de la parte interesada, expido la presente que firmo, sello, signo y rubrico en Ponce, Puerto Rico, Hoy día de su otorgamiento.

ISIDORO MONTES CEBOLLERO  
 ABOGADO-NOTARIO  
 APARTADO 7594  
 PONCE, P. R. 00732



REGISTRO DE LA PROPIEDAD

Presentado a la (1) 2:55 AM

Asiento N.º 67

De: D. R. a D. R.

Unidad de medida 1/2

En Ponce, P. R. a 14 mayo de 1952

En Ponce, P. R. a 14 mayo de 1952

Retenido por 25 junio 1952

Wm Monte

REGISTRO DE LA PROPIEDAD

Presentado a la (1) 8:45 AM

Asiento N.º 67

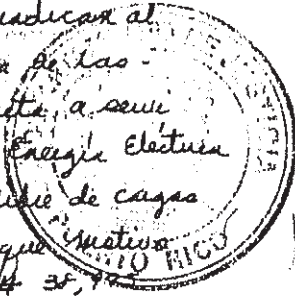
De: D. R. a D. R.

Unidad de medida 1/2

En Ponce, P. R. a 2 julio de 1952

Inscrito al folio 173 tomo 415 de Ponce  
antes folio 122 tomo 10038 antes folio 6239,  
rescupiendo 16 afeta

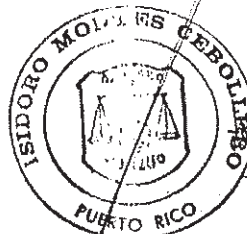
Inscrito este documento allí donde se indican al  
margen de la descripción de cada una de las  
fincas. La finca # 10,038 esta afeta a servi-  
dumbre a favor de la autoridad de Energía Eléctrica  
(Las Fincas #14,641) y (14,645) esta libre de cargas.  
La finca #10,002 afeta a embargo que motivo  
la anotación letra A. y la finca # 35,702  
afeta a las siguientes cargas: servidumbre a  
favor del E. L. R. de P. R. acueducto a favor de  
Alvaro L. Carta, servidumbre a favor de la auto-  
ridad de las Fuentes Fluviales de P. R. servidumbre  
a favor de la autoridad de acueductos y alcantar-  
illados de P. R. servidumbre a favor de la Puerto  
Rico Telephone Company, a condiciones restrictivas  
afeta a la hipoteca que aquí se constituye.  
Ponce a 17 de agosto de 1952 Rene [Signature]  
San Diego



pertinentes a la naturaleza del presente otorgamiento.

---Leída esta escritura por el compareciente, en su contenido se ratifica, ratifica sus iniciales en todos y cada una de las folios de la misma, y la firma con el Notario, que de todo es consignado en este Instrumento Público.

firmado Luis G. Seda Bonilla



**REGISTRO DE LA PROPIEDAD DE PONCE**  
**SECCION II**  
 Presentado a la (s) 8:05 de la 1:14  
 Asiento Núm. 532 del tomo-diario 28  
 Ders: Un folio de 504 Núm.  
 Un comprobante de \$1.00 Núm.  
 comprobante de \$ Núm.  
 comprobante de \$ Núm.  
 Total Ders. \$ Sin derecho  
 En Ponce, P. R., a 22 de Julio de 1982  
 Registrador (s)

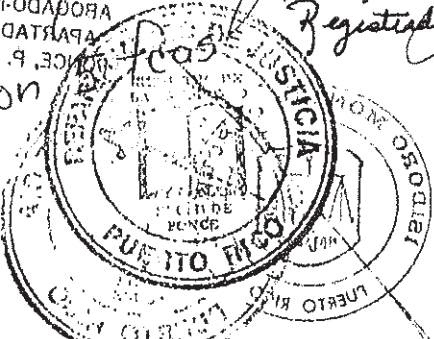


Presento este documento allí donde se radican al  
 margen de la descripción de cada una de las  
 fincas. La finca #10,038 este afecta a servidumbre  
 a favor de la Autoridad de Energía Eléctrica. La finca  
 #14,641 y la finca #15,975 este afecta a las siguientes  
 cargas: servidumbre a favor del Estado Libre  
 Asociado de P.R. a favor de México.  
 R. Carmona, o sucesores a favor de la Autoridad  
 de las Puercas y de la Autoridad de Acueductos y Alcantarillados de  
 P.R. servidumbre a favor de la Puerto Rico Telephone  
 Company, a favor de la Puerto Rico Telephone Company  
 de 1962.

Yo, el Notario, he leído el contenido de este documento y he visto que es conforme a lo que me ha sido expresado por el interesado y he visto que el documento es conforme a la ley y a la constitución de la República de Puerto Rico.

Yo, el Notario, he leído el contenido de este documento y he visto que es conforme a lo que me ha sido expresado por el interesado y he visto que el documento es conforme a la ley y a la constitución de la República de Puerto Rico.

REGISTRO DE LA PROPIEDAD DE PONCE	
Presentado a la (x)	8/02/20
Admitido a la (x)	8/02/20
Un copias de \$1.00	
Un copias de \$2.00	
Un copias de \$3.00	
Un copias de \$4.00	
Un copias de \$5.00	
Un copias de \$6.00	
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Un copias de \$80.00	
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Un copias de \$95.00	
Un copias de \$96.00	
Un copias de \$97.00	
Un copias de \$98.00	
Un copias de \$99.00	
Un copias de \$100.00	



go. son

Margin notes: I CERTIFY: That the first certified copy of this deed was issued today to the party concerned. I BEAR WITNESS.

[Signature]

ERASMO LEON ROSARIO

NOTARY

PUBLIC DEED NUMBER SEVENTY-FIVE (75)

RE: SALE, RECOGNITION OF OBLIGATION, MORTGAGE MODIFICATION,  
MORTGAGE LOAN LIQUIDATION AND PARTIAL RELEASE FROM  
MORTGAGES ENCUMBERING FARMS

In the city of Juana Díaz, Puerto Rico on June twenty-three, nineteen eighty-eight,

IN MY PRESENCE

ERASMO LEON ROSARIO, Attorney and Notary for Puerto Rico, with residence in Ponce, and offices in Juana Díaz, Puerto Rico, Bar Association number five thousand five hundred and forty-two (5542),

THERE NOW APPEAR

AS THE FIRST PARTY: MR. LUIS GUILLERMO SEDA BONILLA, of legal, single, property owner and resident of Ponce, Puerto Rico, with Social Security number \_\_\_\_\_, hereinafter referred to as the SELLER.

AS THE SECOND PARTY: MR. ASael GUZMAN, ALSO KNOWN AS ASael GUZMAN CORREA AND MRS. ADA MINERVA TORRES ALVAREZ, who are of legal age, married to each other, he a farmer and she a homemaker, residents of Villalba, Puerto Rico; his Social Security number five hundred and \_\_\_\_\_ x

[Translator's note: The source document skips to a new page that is translated as follows:]

THEY DECLARE

FIRST: That the SELLER is the unconditional owner of the following properties:

A. RURAL: Unnamed plot of land located in the municipality of Ponce, Barrio Marrueño, with a surface area of FORTY CUERDAS\*, equivalent to fifteen hectares,

---

\* Translator's note: A cuerda is equivalent to 0.971 acres, 3,930.39 meters squared and 42,291 squared feet.



seventy-two ares and sixteen centiares, equivalent to ONE HUNDRED AND FIFTY-SEVEN THOUSAND TWO HUNDRED AND SIXTEEN METERS SQUARED (157,216). It has the following boundaries; to the NORTH, with the heirs of Maldonado and with Mr. Claudino Chamorro; to the EAST, with the aforementioned heirs of Mr. Sandalio Rivera and the aforementioned Mr. Claudino Chamorro, and to the WEST, with the Marrueño River.

Recorded on page one hundred and fifteen, side two (115), volume four hundred and fifteen (415), farm 10,038, continuing on to page 268, volume 704.

B. RURAL: Plot of land consisting of FOUR *CUERDAS*\*, approximately equivalent to one hectare, sixty-seven ares and four centiares, equivalent to FIFTEEN THOUSAND SEVEN HUNDRED AND TWENTY-ONE POINT SIXTY METERS SQUARED (15,721.60), located in Barrio Marrueño in the municipality of Ponce. It has the following boundaries: to the NORTH, with property belonging to Mr. Sandalio Rivera, presently to his heirs; to the SOUTH, with Manuel Maldonado Velázquez; and to the EAST and WEST, with property belonging to Mr. Sandalio Rivera, presently to his heirs. For the record, this farm currently borders Ramón Quintana to the WEST and NORTH.

Recorded on page two hundred and thirty-eight (238), volume two hundred and fifty-one (251) of Ponce, farm 9,918.

C. RURAL: Plot of land consisting of FOUR *CUERDAS*\*, equivalent to one hectare, fifty-seven ares and twenty-two centiares, equivalent to FIFTEEN THOUSAND SEVEN HUNDRED AND TWENTY-ONE POINT SIXTY METERS SQUARED (15,721.60), located in Barrio Marrueño in the municipality of Ponce. It has the following boundaries: to the NORTH, with property belonging to Mr. Ramón Quintana; and to the SOUTH, EAST and WEST, with property belonging to Mr. Antonio Baliz.

Recorded on page eighty-eight (88), volume 422, farm 14,642, 4th recording.

D. RURAL: Plot of land located in Barrio Marrueño in the municipality of Ponce, Puerto Rico, consisting of EIGHT *CUERDAS*\*, equivalent to three hectares, fourteen ares and forty-three centiares, equivalent to THIRTY-ONE THOUSAND FOUR HUNDRED AND FORTY-THREE POINT TWENTY METERS SQUARED (31,443.20). It has the following boundaries: to the NORTH and EAST, with property belonging to Mr. Román [sic] Quintana; to the SOUTH, with properties belonging to Antonio Baliz and Román Quintana; and to the WEST, with the Marrueño River.

Recorded on page 83, volume 422, farm 4641, presently 6671, 4th recording.

E. RURAL: Plot of land consisting of approximately FOUR *CUERDAS*\*, equivalent to one hectare, fifty-seven ares and twenty-one centiares, equivalent to FIFTEEN

---

\* Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared and 42,291 squared feet.

THOUSAND SEVEN HUNDRED AND TWENTY-ONE POINT SIXTY METERS SQUARED (15,721.60), located in Barrio Marrueño in Ponce. It has the following boundaries: to the NORTH, with Vicente, Juan, Miguel Maldonado and Ramona Maldonado, I mean, previously with Santiago Maldonado; to the SOUTH, with Manuel Maldonado; to the EAST, with the aforementioned Manuel Maldonado and Ramona Maldonado, and to the WEST, with the Marrueño River.

Recorded on page 25, volume 255, farm 10,002, presently 6674, 4th recording.

F. URBAN: Lot located in Barrio Canas Canas in the municipality of Ponce, Puerto Rico, in the Punto Oro Urbanization, designated as number fifty-eight of the O Block, with a surface area of THREE HUNDRED AND SIXTY-EIGHT POINT TWENTY-SIX METERS SQUARED (368.26). It has the following boundaries: to the NORTH, twelve point eighty-eight meters with lot number sixty-nine of the O Block of said urbanization; to the SOUTH, sixteen point forty-one meters with street number one of said urbanization; to the EAST, twenty-five meters with lot number fifty-seven of the O Block of said urbanization; and to the WEST, twenty-five meters with lot number fifty-nine of the O Block of said urbanization.

It bears a reinforced concrete home designed as a single family residence.

Recorded on page 118, volume 1,361 of Ponce, Section II, farm 5,708, second recording.

#### TITLES AND CHARGES

The SELLER acquired the properties described as letters A,B,C,D and E through purchase from Mr. Román Quintana Colón and the heirs of Mrs. Juana Maldonado, pursuant to deed number twenty (20), executed in the city of Ponce, Puerto Rico, on May eight, nineteen eighty-three, before the Notary Francisco Méndez Santana.

He acquired farm F through purchase, pursuant to deed number eighteen, executed in the city of Ponce, Puerto Rico, on June twenty-six, nineteen eighty-one, before the Notary Francisco Méndez Santana.

#### CHARGES

Said properties are encumbered by three mortgage notes in favor of the United States of America, in the following amounts:

A. THIRTY THOUSAND DOLLARS (\$30,000.00), with an interest rate of THIRTEEN AND ONE QUARTER PERCENT (13.25%), due in forty years.

B. FIVE THOUSAND DOLLARS (\$5,000.00), furnished pursuant to deed number twenty-eight, executed on June twenty-one, nineteen eighty-two, before the Notary Isidoro Montes Cebollero.

C. TWO THOUSAND DOLLARS (\$2,000.00), furnished pursuant to deed number one,

executed on January twelve, nineteen eighty-three, before the Notary Isidoro Montes Cebollero.

SECOND: The SELLER states that, in order to transfer the property to the BUYERS, he requested the permission of the mortgagee, United States of America and, in addition, requested liquidation of the loan mentioned in the Charges section, under letter A, which had an unpaid balance on June twenty-three, nineteen eighty-eight of THIRTY-ONE THOUSAND ONE HUNDRED AND FORTY-THREE DOLLARS AND FORTY-SEVEN CENTS (\$31,143.47) of principal, plus TWENTY-FOUR THOUSAND AND NINETY-ONE DOLLARS AND ONE CENT (\$24,091.01) of interests, for a total of FIFTY-FIVE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$55,234.48).

THIRD: That said request having been submitted to the Farmers Home Administration to determine the eligibility of the BUYERS to receive the benefits of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", and after the necessary processing, they qualified to receive said benefits, acquire the property and continue making payments on the mortgage they shall assume herein.

FOURTH: That the SELLER does hereby SELL, ASSIGN AND TRANSFER properties A,B,C,D and E, which are described and mentioned in the first paragraph of this deed, such that the BUYERS may use and enjoy it, as of today, as the sole and legal owners without any limitation whatsoever.

FIFTH: This sale is carried out at the price of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00), which the BUYERS will retain per their agreement in order to assume the FIFTY-FIVE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$55,234.48) that the SELLER owes to the United States of America, of which amount the BUYERS assume the sum of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00), and the remainder, that is ONE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$1,234.48), shall continue to be the responsibility of the SELLER herein.

SIXTH: The BUYERS acknowledge and become the sole and principal payers of the mortgage debt that the SELLER had contracted with the United States of America and they hereby subrogate all their rights and debts to the United States of America in the amount of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00).

SEVENTH: The Second Party state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the promissory note referred to in the Declaratory section herein, as well as those mentioned or contained in the mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as though they had been the original executors. They also agree to abide by the rules and regulations that govern these types of loans which are granted by the Farmers Home Administration and/or the Secretary of the United States Department of Agriculture, and thus they release

the First Party from the debt of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00).

#### MODIFICATION OF PROMISSORY NOTE AND MORTGAGE PAYMENT

The Third Party, in the capacity he bears, attests that as the BUYERS, have qualified to receive benefits from the Congress law "Consolidated Farmers Home Administration Act of 1961", he has agreed to modify the form of payment of the installments stipulated in the mortgage note which they assume herein, as follows:

The entire amount of the promissory note to be reamortized herein is FIFTY-FIVE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$55,234.48), of which amount the SELLER assumes the sum of ONE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$1,234.48), which he shall pay when or before the original due date. The amount assumed by the BUYERS shall be paid as follows: Said debt will now accrue interest at the rate of FIVE PERCENT (5%) per annum, during the forty-year period, and shall be paid in annual installments. The first shall be due on or before January first, nineteen eighty-nine and shall be in the amount of ONE THOUSAND FOUR HUNDRED AND TWENTY-ONE DOLLARS (\$1,421.00), and the amount of THREE THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS (\$3,174.00) in subsequent years, during the aforementioned period.

EIGHTH: The Third Party, in his official capacity, gives me, the authorizing Notary, the promissory note reamortized herein, and assures me it has not been negotiated or encumbered in any way by its current owner and holder, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the original note, I proceed to attach the following annotation to the back of the same:

This promissory note, liquidated on June twenty-three, nineteen eighty-eight, had an unpaid balance of FIFTY-FIVE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$55,234.48), of which amount the SELLER, MR. LUIS GUILLERMO SEDA BONILLA, assumes the sum of ONE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$1,234.48), and the remainder of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00) is assumed herein by the BUYERS, MR. ASael GUZMAN CORREA and his wife MRS. ADA MINERVA TORRES ALVAREZ, who assume said debt and which debt is reamortized to be paid as follows: ONE THOUSAND FOUR HUNDRED AND TWENTY-ONE DOLLARS (\$1,421.00) on or before January first, nineteen eighty-nine; and THREE THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS (\$3,174.00) in subsequent years, for the period of forty years; said debt shall now accrue interest at the rate of FIVE PERCENT (5%) per annum, pursuant to deed number seventy-five (75),

[Translator's note: The source document skips to a new and final page, translated as follows:]

ACCEPTANCE



The parties accept this deed as written, having found it agrees with their statements. I, the Notary, have given the parties the pertinent legal warnings for the execution of this deed.

#### EXECUTION

Thus the appearing parties state and execute, after having waived their right to request the presence of attesting witnesses, of which right I advised them.

#### READING

This deed having been read out loud to the parties by me, the Notary, and the parties and witnesses having read it themselves, they ratify its contents and place their initials on each and every page of this deed, with the exception of MRS. ADA MINERVA TORRES ALVAREZ, who, although she knows how to print her name, does not know how to sign it correctly. Thus the witness, IVAN BAEZ LESPIER, of legal age, single, employed and a resident of Juana Díaz, Puerto Rico, Social Security number five eighty-four dash forty-six dash seventy-seven eighty-two (584-46-7782), does so at her request.

#### CERTIFICATE

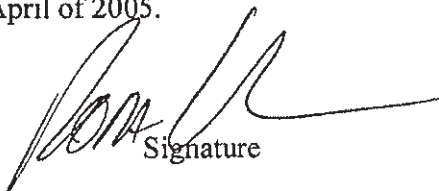
I hereby certify that the attached Deed of Sale, Recognition of Obligation, Mortgage Modification, Mortgage Loan Liquidation and Partial Release from Mortgages Encumbering Farms is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 18<sup>th</sup> day of April of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this 18<sup>th</sup> day of April of 2005.

  
Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

NOTAS MARGINALES

...Certifico: Que en el día de hoy se expi  
dió Primera Copia  
Certificada de esta  
escritura a la parte  
interesada. DON L.

ERASMO LEON ROSARIO  
NOTARIO

266  
A m/ten.

Jm q.

41-03



.....ESCRITURA PUBLICA.....

...NUMERO: SESENTA Y CINCO (75) .....

...SOBRE : COMPRAVENTA, RECONOCIMIENTO DE OBLIGACION  
MODIFICACION DE HIPOTECA, LIQUIDACION DE PRESTAMO  
HIPOTECARIO Y LIBERACION PARCIAL DE LAS HIPOTECAS  
EXISTENTES SOBRE LAS FINCAS.....

...En la ciudad de Juana Diaz, Puerto Rico, a los  
veintitres días del mes de junio de mil novecientos  
ochenta y ocho.....

.....ANTE MI.....

...ERASMO LEON ROSARIO, Abogado y Notario Público  
de Puerto Rico, con residencia y vecindad en Ponce  
estudio abierto en Juana Diaz, Puerto Rico, Número  
Colegiado Cinco Mil Quinientos Cuarentidos (5542)...

.....COMPARECEN.....

...DE LA PRIMERA PARTE: DON LUIS GUILLERMO SEBA ..  
BONILLA, quien es mayor de edad, soltero, propieta  
rio y vecino de Ponce, Puerto Rico, Seguro Social ..  
número ..

s .., deno  
minand de ahora en adelante "EL VENDEDOR".....

...DE LA SEGUNDA PARTE: DON ASAFI GUZMAN CONOCIDO  
POR ASAFI GUZMAN CORREA, y DONA ADA MINERVA TORRES  
ALVAREZ, quienes son mayores de edad, casados entre  
agricultor él, ama de casa ella, vecinos de Villalba  
Puerto Rico, Seguro Social él ..

v  
denominados de ahora en adelante "LOS COMPRADORES"

.....  
.....  
.....  
---DE LA TERCERA PARTE: ESTADOS UNIDOS DE AMERICA  
actuando por conducto y a través del Administrador  
de la Administración de Hogares de Agricultores a  
tenor de las disposiciones de la Ley del Congreso  
titulada "consolidated Farmers Home Administration  
Act of 1961", según enmendada, Columbia, Estados  
Unidos de America, representada en este acto por  
DON JUAN MERCADO ACEVEDO, quien es mayor de edad,  
casado, empleado y vecino de Patillas, Puerto Rico,  
en su carácter de Supervisor Local de la Adminis-  
tración de Hogares de Agricultores, cuyo carácter  
consta debidamente acreditado en el Registro de la  
propiedad , Seguro Social Número

denominado de ahora en adelante "El.  
ACREEDOR HIPOTECARIO. -----  
---DOY FE de conocer personalmente a los compare-  
cientes y por sus dichos la doy de sus circunstan-  
cias personales, me aseguran tener y a mi juicio  
tienen la capacidad legal necesaria para este otor-  
gamiento y en tal virtud, libres y voluntariamente;

de GC

A M T a

Jan 4





.....E X P O N E N.....

...PRIMERO: Que el vendedor es dueño en pleno domi

nio de las siguientes propiedades: .....

*Se declara que se  
omite la inscripción  
de la finca, y  
según Registros, por el  
Sr. Con l'orda de la  
Sucesión Maldonado  
y l'orda de la l'orda de la  
Sucesión Maldonado  
Chamorro*

*folio: 269*

*J. G. Tomo: 704 E  
(finca 10038)  
6329*

*m/8.*

*A. V. A. T. G. M. L.*

... "A": RUSTICA: Porción de terreno sin nombre, que radica en el término Municipal de Ponce, Barrio .... Marueño, con una cabida de CUARENTA CUERDAS, más o menos equivalentes a quince hectáreas, setenta y dos áreas, dieciséis centiáreas, iguales a Ciento Cien.. Ciento y siete mil doscientos dieciséis metros cuadrados (157,216 m/C), colindando al NORO con Sucesión Maldonado y Don Claudino Chamorro, por el ESTE, la citada Sucesión de DON Sandalio Rivera y el referido DON Claudino Chamorro y por el OESTE, al Río: Marueño.....

...Inscrito al folio Ciento quince vuelto (115 vto) del tomo cuatrocientos quince (415), finca 10,038, pasa al folio 268, tomo 704.....

... "B": RUSTICA: Predio de terreno compuesto de CUATRO CUERDAS Y CUADRO, equivalentes a una hectárea sesenta y siete áreas y cuatro centiáreas, más o menos, iguales a Quince mil setecientos veintuno .. punto sesenta metros cuadrados (15,721.60 m/C), radicados en el Barrio Marueño del término Municipal de Ponce, colindando al NORO con terrenos de Don .... Sandalio Rivera hoy su Sucesión, por el SUR, con .. Manuel Maldonado Velázquez y por el ESTE Y OESTE con terrenos de Don Sandalio Rivera, hoy su Sucesión, se hace constar que actualmente, por el OESTE y NORO esta finca colinda con Ramón Quintana.....

...Inscrito al folio doscientos treinta y ocho .. (238), del tomo Doscientos Cincuenta y Uni (251) de Ponce, finca 9,918.....

... "C": RUSTICA: Predio de terreno compuesto de .. Cuatro Cuerdas, equivalentes a una hectárea, Cincuenta y siete áreas y veintidos centiáreas, iguales a Quince mil setecientos veintuno punto sesenta metros cuadrados (15,721.60 M/C) radicado en el barrio ... Marueño del término Municipal de Ponce, Puerto Rico, en lindes por el NORO con terrenos del Sr. Ramón Quintana, y por el SUR, ESTE Y OESTE con terrenos de DON Antonio Batiz.....

...Inscrito al folio ochentiocho (88), tomo 422, finca 14642, hoy 6672, inscripción 4.....

... "D": RUSTICA: Predio de terreno radicado en el Barrio Marueño del término Municipal de Ponce, Puerto Rico, compuesto de Ocho cuerdas, equivalentes a tres hectáreas, Catorce áreas y cuarenta y tres centiáreas iguales a treinta y un mil cuatrocientos cuarenta y tres punto Veinte metros cuadrados (31,443.20 M/C) en lindes por el NORO y ESTE con terrenos de DON Román Quintana, por el SUR con terrenos de Antonio Batiz y Román Quintana, y por el OESTE, con el Río Marueño.....

...Inscrito al folio 83, del tomo 422, finca 4641 hoy 6671, inscripción 4ta.....

*folio: 89 vuelto  
Tomo: 422  
finca (14,642) 6672  
m/8*

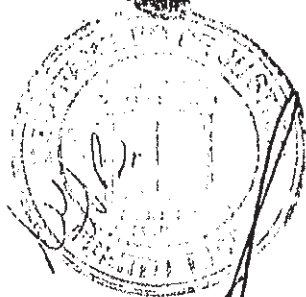
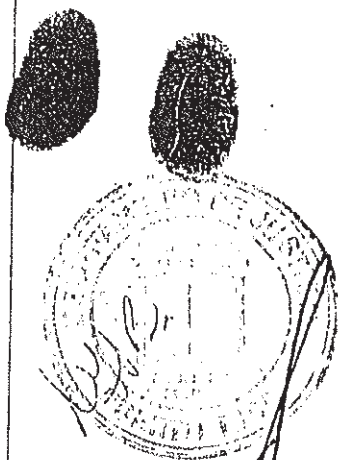
*folio: 84 vuelto  
Tomo: 422  
finca (14,641) 6671  
m/8*

**LEON ROSARIO**  
ABOGADO  
NOTARIO  
PUERTO RICO

folio: 27  
 Tomo: 255  
 finca (10,002)  
 6674  
 m5to.

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 Jm a



... "E" RUSTICA: CHATRO CUERDAS de terreno más o ...  
 menos, equivalentes a una hectárea, Cincuenta y ..  
 Siete áreas, veintidós Centiáreas iguales a QUINCE  
 MIL SETECIENTOS VEINTIUNO PUNTO SESENTA METROS CUA-  
 DRADOS (15,721.60 m/c) radicadas en el Barrio Marue-  
 ño de Ponce, colindando al NORTE con Vicente, Juan,  
 Miguel Maldonado y Ramona Maldonado, digo antes San-  
 tino Maldonado, al SUR con Manuel Maldonado, al ..  
 ESTE con el mismo Miguel Maldonado y Ramona Maldona-  
 do, y por el OESTE con el Río Marueño.....

... Inscrito al folio 25, del tomo 255, finca 10002,  
 hoy 6674, inscripción 4ta.....

... "F" URBANA: Solar radicado en el Barrio Canas  
 Canas del término Municipal de Ponce, Puerto Rico,  
 en la urbanización Punto Oro, marcado con el número  
 Cincuenta y Ocho del Bloque "O" con un área super-  
 ficial de TRESCIENTOS SESENTA Y OCHO METROS CUADRA-  
 DOS CON VEINTISEIS CENTIMETROS CUADRADOS (368.26 MC)  
 en lindes por el NORTE en doce metros con ochenta  
 y ocho centímetros, con el solar número sesenta y ..  
 nueve del bloque "O" de dicha Urbanización, por el  
 SUR en dieciséis metros con cuarenta y un centímetros  
 con la calle número Uno de dicha Urbanización, por  
 el ESTE en veinticinco metros con el solar número ..  
 Cincuenta y Siete del Bloque "O" de dicha Urbaniza-  
 ción y por el OESTE en veinticinco metros con el so-  
 lar número Cincuenta y nueve del mismo bloque "O"  
 de la Urbanización.....

... Contiene una residencia de hormigón reforzado ..  
 para fines residenciales de una sola familia.....

... Inscrita al folio 118 del tomo 1,361 del Munici-  
 pio de Ponce II, finca 5,708, inscripción segunda..

..... TITULOS Y CARGAS.....

... Adquirió el vendedor las fincas descritas bajo  
 las letras A,B,C,D & E , mediante compra que de la  
 misma hiciere según surge y consta de la Escritura  
 número VEINTE (20), otorgada en la ciudad de Ponce  
 Puerto Rico, ante el Notario Francisco Méndez ....  
 Santana, allá para el ocho de mayo de mil novecien-  
 tos ochenta y tres a ..... Don Román Quintana  
 Colón y la Sucesión de Doña Juana Maldonado.....

... Hubo la descrita bajo la letra "F" mediante com-  
 pra según surge de la Escritura Número Dieciocho,  
 otorgada en la ciudad de Ponce, Puerto Rico, el día ..

veintiseis de junio de mil novecientos ochenta y uno  
ante el Notario Francisco Méndez Santana.....

.....C A R G A S.....

...Se encuentran afecta dichas propiedades a tres  
pagareses hipotecarios a favor de Estados Unidos de  
América, por las siguientes cantidades.....

..."A" TREINTA MIL DOLARES (\$30,000.00), con inte  
reses a razón del trece y un cuarto.....y porciento  
(13.25%), vencadero a los cuarenta años.....

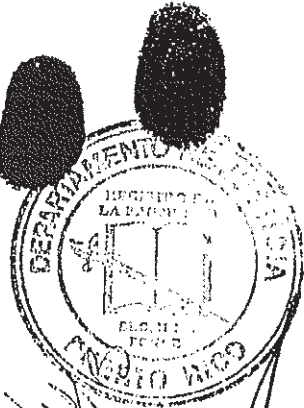
..."B" CINCO MIL DOLARES (\$5,000.00), constituida  
mediante la Escritura Número Veintiocho, otorgada  
el veintiuno de junio de mil novecientos ochentidos  
ante el Notario Isidoro Montes Cebollero.....

..."C DOS MIL DOLARES (\$2,000.00), constituida ...  
mediante la escritura número Uno otorgada el doce  
de enero de mil novecientos ochenta y tres ante el  
Notario Isidoro Montes Cebollero.....

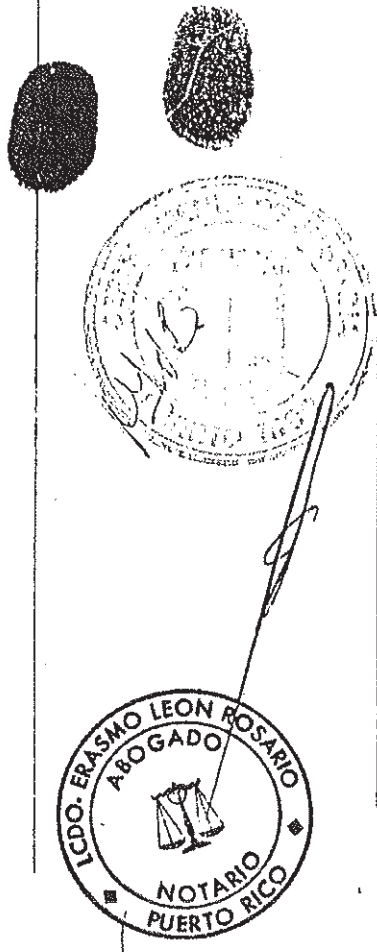
...SEGUNDO: Que según manifiestan los vendedores  
que con el fin de transferir la propiedad a los  
compradores, solicitó el consentimiento del acreedor  
hipotecario Estados Unidos de América, , así también  
solicitó la liquidación del préstamo relacionando en  
la GARGAS bajo la letra "A", que al día veintitres  
de junio de mil novecientos ochenta y ocho dió un  
saldo deudor montante a TREINTA Y UN MIL CIENTO  
CUARENTA Y TRES DOLARES CON CUARENTA Y SIETE CENTA..  
VOS (\$31,143.47), de principal, más VEINTICUATRO

a GC

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Jm a.



a GC  
A m Tar  
Jm



MIL NOVENTA Y UN DOLAR CON UN CENTAVO (\$24,091.11)  
de intereses, osea un total de CINCUENTA Y CINCO MIL  
DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y  
OCHO CENTAVOS (\$55,234.48).....  
...TERCERO: Que sometida dicha solicitud para la  
consideración de la Administración de Hogares de  
Agricultores la candidatura de la parte compradora,  
para recibir los beneficios de la Ley del Congreso  
"Consolidated Farmers Home Administration Act of 19  
61 y previo los trámites de rigor, fueron aprobados  
para recibir dichos beneficios, adquirir la propiedad  
y continuar pagando la hipoteca que aquí asumiran...  
...CUARTO: Que el vendedor por la presente VENDE,  
CEDE Y TRASPASA a favor de los compradores que adqui  
eren las fincas descritas bajo las letras A,B,C,D,  
&E, descritas y relacionadas en el HECHO PRIMERO de  
esta escritura, para que éstos la usen, gocen y  
disfruten desde hoy en adelante como sus únicos y  
legítimos dueños sin limitación de clase alguna....  
....QUINTO: Que esta venta se efectúa por la suma  
de CINCUENTA Y CUATRO MIL DOLARES (\$54,000.00), los  
cuales han acordado los compradores, retendrán, para  
de esta forma éstos asumir de los CINCUENTA Y CINCO  
MIL DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA  
Y OCHO CENTAVOS (\$55,234.48), que el vendedor adeuda  
a Estados Unidos de América, los aquí asumirán de  
dicha suma, la cantidad de compraventa, es decir,  
CINCUENTA Y CUATRO MIL DOLARES (\$54,000.00), y el  
remanente de MIL DOSCIENTOS TREINTA Y CUATRO DOLA

AGC

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Jmu.



RES CON CUARENTA Y OCHO CENTAVOS (1,234.48), ....  
 seguirá siendo obligación del aquí vendedor.....  
 ...SEXTO: Los aquí compradores reconocen y se cons-  
 tituyen como únicos y principales pagaderos de la  
 deuda hipoteca que con Estados Unidos de América  
 tenían contraída los vendedores y por la presente  
 se subrogan en todos sus derechos y obligaciones  
 para con Estados Unidos de América, por la suma  
 de CINCUENTA Y CUATRO MIL DOLARES (\$54,000.00).....  
 ...SEPTIMO: Manifiestan los comparecientes de la  
 Segunda parte que es de su conocimiento personal  
 todas y cada una de las obligaciones cláusulas y  
 estipulaciones contenidas en el pagaré relacionado  
 en el EXPOSITIVO ; así también contenidas o men-  
 cionadas en la Escritura de Hipoteca y en este acto  
 en forma clara, solemne y terminante, se obligan  
 a cumplir con todas y cada una de dichas cláusulas  
 condiciones y estipulaciones como si ellos hubieran  
 sido los otorgantes originales, así como también  
 se obligan y comprometen a acatar las reglas y re-  
 glamentos que gobiernan los prestamos de esta natu-  
 raleza por la Administración de Hogares de Agricul-  
 tores y/o el Secretario de Agricultura de Estados  
 Unidos de América, y en su consecuencia relevan de  
 la deuda de CINCUENTA Y CUATRO MIL DOLARES .....  
 (\$54,000.00) al compareciente de la primera parte..  
 ....MODIFICACION DE PAGO DE PAGARE E HIPOTECA.....  
 Manifiesta el compareciente de la tercera parte en

el carácter que ostenta, que habiendo sido aceptado los comparecientes de la segunda parte para recibir los beneficios de la Ley del Congreso Consolidated Farmers Home Administration Act of 1961 según enmendada ha convenido modificar la forma de pago de los plazos consignados en el pagaré de la hipoteca que mediante la presente asumieron en la siguiente forma: Que el importe total del pagaré que aquí se reamortizará es de CINCUENTA Y CINCO MIL DOS CIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y OCHO CENTAVOS (\$55,234.48), de los cuales, el vendedor compareciente de la primera parte asumirá la suma de MIL DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y OCHO CENTAVOS (\$1,234.48), los cuales pagará en o antes de su vencimiento original, pero los asumidos por los compradores comparecientes de la segunda parte, serán pagadero de la siguiente forma: devengará intereses dicha deuda ahora a razón del cinco por ciento anual (5%), por el término de cuarenta años pagaderos en anualidades, venciendo la primera en o antes del primero de enero de mil novecientos ochenta y nueve por la suma de MIL CUATROCIENTOS VEINTIUN DOLAR (\$1,421.00), y TRES MIL CIENTO SETENTA Y CUATRO DOLARES (\$3,174.00) los años subsiguientes hasta el término antes mencionado.....

...OCTAVO: El compareciente de la tercera parte en el carácter que ostenta, me entrega a mí el ..

a GC

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Notario autorizante, el pagaré aquí reamortizado quien me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América y una vez identificado por mí cerciorándome de que se trata del pagaré... original procedo a poner al dorso del mismo la ... siguiente nota: Este pagaré liquidado al veinti... tres de junio de mil novecientos ochenta y ocho dió un saldo deudor montante a CINCUENTA Y CINCO MIL .. DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y OCHO CENTAVOS (\$55,234.48), de los cuales el Vendedor Luis Guillermo Seda Bonilla, asumirá la.. suma de MIL DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y OCHO CENTAVOS (\$1,234.48); y el remanente de CINCUENTA Y CUATRO MIL DOLARES (\$54,000) asumidos por los comparecientes de la Segunda Parte Don Asael Guzmán Correa y su esposa Ada Minerva Torres Alvarez, quienes asumen dicha deuda y a quienes se le reamortiza para ser pagada de la siguiente forma: MIL CUATROCIENTOS VEINTIUN DOLAR (\$1,421.00) en o antes del primero de enero de mil novecientos ochenta y nueve; y TRES MIL CIENTO ... SETENTA Y CUATRO DOLARES (\$3,174.00), los años subsiguientes, por el término de cuarenta años, devengando intereses dicha deuda ahora a razón del cinco por ciento anual (5%), todo ello según surge de la Escritura número SETENTA Y CINCO (75).....

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.....ACEPIACION.....

...Los comparecientes aceptan la presente escritura en la forma que ha sido redactada por ser y hallarla conforme a lo manifestado por ellos, y yo, el Notario les hice las advertencias legales pertinentes a este otorgamiento. ....

.....OTORGAMIENTO.....

...Así lo dicen y otorgan los comparecientes luego de haber renunciado al derecho que les hice saber tenían para requerir la presencia de testigos instrumentales. ....

-----LECTURA.....

---Y leída la presente Escritura en Alta voz por mí el datario a los otorgantes y por los otorgantes y los testigos, se ratifican en su contenido estampando sus iniciales en todos y cada uno de las páginas de esta escritura a excepción de DOÑA ADA ... MINERVA TORRES ALVAREZ, quien aunque sabe escribir su nombre en letra de molde, no puede firmarlo correctamente por lo que lo hace a su ruego el testigo de huella IVAN BAEZ LESPIER, quien es mayor de edad soltero, empleado y vecino de Juana Díaz, Puerto Rico, Seguro Social número Cinco Ochenta y cuatro raya cuarenta y seis raya setenta y siete ochenta y dos (584 46 7782).....

a Gc

A m Tar

Jm R.  
I.B.L



lyhes.

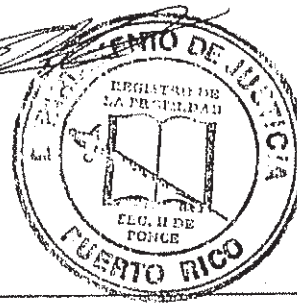


.....  
.....  
.....  
quien (es) junto con los demás otorgantes estampan  
sus iniciales en todos y cada uno de los folios y  
firman al final de esta escritura, así también las  
huellas de los no firmantes al margen de cada folio  
y al pie del último. -----

---DE TODO LO CUAL, y de haberse otorgado todo en  
un solo acto y del contenido general de este ins-  
trumento público, que firmo, signo, sello y rubrico  
yo, el Notario, DOY FE. -----

Osael GARCIA

San Biz Luperon

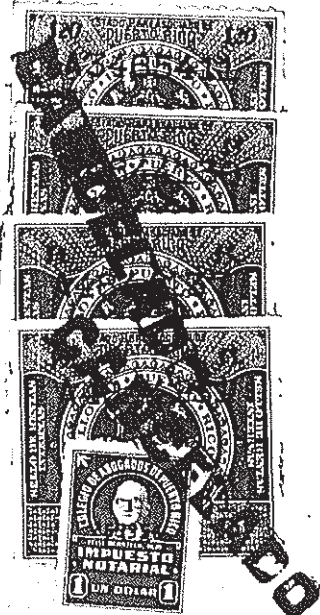
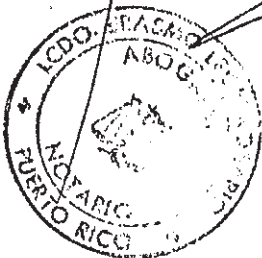


(FIRMADO) JUAN MERCADO ACEVEDO, TESTIGO IVAN BAEZ LESPIER  
LUIS GUILLERMO SEDA BONILLA, ASael GUZMAN CP ASael  
GUZMAN CORREA, ADA MINERVA TORRES ALVAREZ.

Firmado, signado, sellado y rubricado: ERASMO LEON  
ROSARIO. Tiene cancelados los sellos de Rentas Internas  
correspondientes y el del Impuesto Notarial del Colegio de  
Abogados de Puerto Rico; puesta por los otorgantes sus  
iniciales y por el Notario su rubrica en cada uno de los  
folios .....

CERTIFICO Que lo que  
antecede es ..... PRIMERA ..... copia  
fidel y exacta del original de la escritura matriz número  
..... 75 ..... del protocolo del año 1988  
de esta Notaria a mi cargo; y por ende, a parte intere-  
sada la libro en el día y fecha de su otorgamiento.

ERASMO LEON ROSARIO  
Notario Público



1-23-42

PUBLIC DEED

MARGIN NOTE

I Certify: That as on this day, First Certified Copy of this deed was issued to the interested party.  
I do attest.

NUMBER: SIXTY-TWO (62)

RE: NOTARY CLARIFICATION CERTIFICATE

[Signature]  
ERASMO LEON ROSARIO  
NOTARY

In the City of Juana Diaz, Puerto Rico, on August thirty, nineteen ninety-one.

BEFORE ME

ERASMO LEON ROSARIO, Attorney and Notary Public with open offices in the city of Juana Diaz, Puerto Rico, and resident of the city of Ponce, Puerto Rico, Bar Association number five thousand five hundred forty-two (5542).

[Seal]

APPEAR

[Initials]

[Fingerprints]

MR. LUIS GUILLERMO SEDA BONILLA, who is of legal age, single, property owner and resident of Ponce, Puerto Rico, Social Security (XXX-XX-XXXX), THE SELLER.

THE SECOND PARTY: MR. ASael GUZMAN, ALSO KNOW AS ASael GUZMAN CORREA, AND MRS. ADA MINERVA TORRES ALVAREZ, who are of legal age, married to each other, he a Farmer, she a homemaker, and residents of Villalba, Puerto Rico, his Social Security (XXX-XX-XXXX), her Social Security (XXX-XX-XXXX); hereafter THE BUYERS.

AS THE THIRD PARTY: UNITED STATES OF AMERICA, acting through the Administrator of Farmers Home Administration, in accordance with the provisions of the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," as amended, Columbia, United States of America, represented in this act by Mr. LENIN SEPULVEDA FIGUEROA, also known as LENIN SEPULVEDA, who is of legal age, married, an employee, and resident of Sabana Grande, Puerto Rico, Social Security number (XXX-XX-XXXX), in his capacity as Local Supervisor of the Farmers Home Administration, whose capacity is duly accredited at the Property Registry, hereafter "The Mortgagee."

[Seal]

[Initials]

[Fingerprints]

I ATTEST to being personally acquainted with the appearing parties and, through their statements, I also attest to their personal circumstances, they assure me that they have and, in my judgment, they do have the legal capacity necessary for this granting and thus, freely and voluntarily;

#### THEY STATE

[Seal]

FIRST: That on June twenty-three, nineteen eighty-eight, before this notary, the parties appearing herein granted Deed Number SEVENTY-FIVE (75) AND SEVENTY-SIX, the first regarding PURCHASE, ACKNOWLEDGMENT OF OBLIGATION, MORTGAGE MODIFICATION LIQUIDATION OF

MORTGAGE LOAN AND PARTIAL RELEASE OF THE EXISTING MORTGAGES ON FARMS; and the second regarding VOLUNTARY MORTGAGE.

[Seal]  
[Initials] SECOND: That in the section corresponding to the description of the properties in question, farm nine thousand nine hundred eighteen (9918) was described, identified with the letter "B." Said farm is not recorded in favor of the seller, for that reason, through this document, it is requested that same not be acknowledged; until resolved by the Notary Francisco Méndez Santana with a Petition with which the aforementioned farm can be recorded.

[Fingerprints] Same also served as additional security for the Voluntary Mortgage, which should not be acknowledged until the aforementioned Petition is made.

THIRD: That in Deed Number Seventy-Five, the PURCHASE amount of FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00) was not distributed amongst the sold properties what follows:<sup>1</sup> The farm described in subsection "A", "C", "D" and "E" have a value of SIX THOUSAND DOLLARS (\$6,000.00) each, and the farm described in subsection "F" has a value of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

[Seal] FIFTH:<sup>2</sup> It is further stated that the mortgages of FIVE THOUSAND DOLLARS AND TWO THOUSAND DOLLARS that encumber said properties, United States of America releases the properties from same: the reason for this being that the buyers do not assume said mortgages and owing to an error, although this was indicated in the Title of the Deed, the exception was not made,

---

<sup>1</sup> Translator's Note: Wording on original Spanish-language document is vague.

<sup>2</sup> Translator's Note: Numbering reflects original Spanish-language document.



which is made now through this deed.

Regarding the total sale amount of FIFTY-FIVE THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS EIGHT CENTS; it is hereby stated that the buyers assume only FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00); and the remainder of ONE THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$1,234.48); is assumed by the seller; given that it was agreed with the United States of America to pay off said amount.

[Seal]

[Initials]

[Fingerprints]

SIXTH: The mortgage Deeds are further clarified in that the farms shall be severally liable for the amount mentioned therein.

It is stated on said Deed that Juan Mercado Acevedo appeared as representative of the United State of America, who on said date was the local supervisor; but at this time the party appearing herein holds said position.

Both deeds are also clarified regarding the party who did not sign; it is hereby stated that said party's thumbprints were taken.

SEVENTH: That the Honorable Registrar of the Property take note and accept this deed as amending Deed Number SEVENTY-FIVE AND SEVENTY-SIX, granted in Juana Diaz, Puerto Rico, by the parties appearing herein, and that same be recorded.

#### ACCEPTANCE

[Seal]

The appearing parties accept this deed it in the manner drafted, as they found it in accordance with their agreement, I, the Notary, made the pertinent legal advisements

and, being informed of their right to read this deed themselves, but as it appears that the grantor ADA MINERVA TORRES ALVAREZ does not know how to read or write, the neighbor BRENDA IVELISSE VAZQUEZ CARTAGENA appears to witness her fingerprints. Said witness is of legal age, single, employee, resident of Juana Diaz, Puerto Rico, Social Security number XXX-XX-XXXX, and known to me, the Notary. After the Deed was read aloud twice, first by me, the Notary, and second by the witness, the appearing parties ratify the content of this Deed, granted in one act and noting that the appearing party ADA MINERVA TORRES ALVAREZ does not know how to sign, and so requests that the fingerprint witness sign with the other grantors, and the thumbprints of the party who does not sign are hereby affixed to each of the pages of this deed.

[Initials]

[Fingerprints]

[Seal]

To all that is set forth in this public instrument, and to having observed at the same time all the formalities corresponding to this deed, and to having identified the appearing parties, I, the Notary, DO ATTEST.

[Signatures]

[Fingerprints]

[Seal]

[Stamp]

(SIGNED) Asael Guzmán Correa, BRENDA IVELISSE  
VAZQUEZ CARTAGENA, LUIS GUILLERMO SEDA BONILLA,  
LENIN SEPULVEDA FIGUEROA

Signed, stamped, sealed, and marked: ERASMO LEON  
ROSARIO. The corresponding Internal Revenue and Bar  
Association of Puerto Rico seals have been cancelled; the  
appearing parties placed their initials and the Notary his mark  
on each of the folios.....

I CERTIFY: That the preceding is FIRST  
true and exact copy of the original deed number 62 from the  
notary register for the year 1991 of this Notary Office under  
my charge; and for delivery to the interested party, I issue it at  
the place and date of its granting.

[Signature]  
ERASMO LEON ROSARIO  
NOTARY PUBLIC

[Illegible handwriting]

[Handwritten]

Folios: 269, reverse of 89, reverse of 84, and 27

Books: 704II - 422, 422 and 255

Farms: (10,038) 6239 - (14,642) 6672

[Seals]

(14,641) 6671 and (10,002) 6674

Recordings: 18, 6th, 6th, and 5th

October 16, 1991

[Signature]

NOTA MARGINAL

...Certifico: Que  
en el día de hoy se  
expidió Primera  
Copia Certificada de  
esta escritura a la  
parte interesada.  
doy fe.

ERASMO LEON ROSARIO  
NOTARIO



-----ESCRITURA PUBLICA-----

...NUMERO: SESENTA Y DOS (62) -----

...SOBRE : ACTA NOTARIAL ACLARATORIA.....

...En la ciudad de Juana Diaz, Puerto Rico, a

los treinta días del mes de agosto de mil

novecientos noventa y uno. -----

-----ANTE MI-----

----ERASMO LEON ROSARIO, Abogado y Notario

Público con estudio abierto en la ciudad de

Juana Diaz, Puerto Rico y residencia en la

ciudad de Ponce, Puerto Rico, Colegiado número

cinco mil quinientos cincuentidós (5542).-----

-----COMPARECE-----

---DON LUIS GUILLERMO SEDA BONILLA, quien es  
mayor de edad, soltero, propietario y vecino de  
Ponce, Puerto Rico, Seguro Social número

~~XXXXXXXXXX~~ EL VENDEDOR.

---DE LA SEGUNDA PARTE: DON ASAEL GUZMAN

CONOCIDO POR ASAEL GUZMAN CORREA, Y DOÑA ADA

MINERVA TORRES ALVAREZ, quienes son mayores de

edad, casados entre sí, Agricultor él, ama de

casa ella y vecinos de Villalba, Puerto Rico,

Seguro Social él ~~XXXXXX~~ para

~~XXXXXXXXXX~~ y ~~XXXXXX~~

~~XXXXXX~~; ella ~~XXXXXX~~ y ~~XXXXXX~~

~~XXXXXX~~ y ~~XXXXXX~~ y ~~XXXXXX~~

~~XXXXXX~~ denominados LOS

COMPRADORES. -----

---DOY FE de conocer personalmente a los comparecientes y por sus dichos la doy de sus circunstancias personales, me aseguran tener y a mi juicio tienen la capacidad legal necesaria para este otorgamiento y en tal virtud, libres y voluntariamente;-----

---PRIMERO: Que los aquí comparecientes otorgaron allá para el veintitres de junio de mil novecientos ochenta y ocho, ante el fedatario, la Escritura Número SETENTICINCO (75) Y SETENTISEIS, la primera sobre COMPRAVENTA, RECONOCIMIENTO DE OBLIGACION, MODIFICACION DE HIPOTECA LIQUIDACION DE...





PRESTAMO HIPOTECARIO Y LIBERACION PARCIAL DE LAS HIPOTECAS EXISTENTES SOBRE LAS FINCAS; y la segunda por HIPOTECA VOLUNTARIA.-----

-----SEGUNDO: Que en la sección correspondientes a la descripción de las propiedades en cuestión se describió la finca nueve mil novecientos diez y ocho (9918) identificada con la letra "B"; la cual no consta inscrita a favor del vendedor, por lo que mediante la presente se solicita no se tome razón en cuanto a la misma; hasta tanto se solucione por el Notario Francisco Méndez Santana una Instancia con la cual si podrá inscribirse la aludida finca.-----

----Que así también se hizo constar como garantía adicional en la Hipoteca Voluntaria de la que no se debe tomar razón hasta tanto se realice la Instancia antes aludida.-----

-----TERCERO: Que en la Escritura Número Setenticinco no se distribuyó el valor de COMPRAVENTA de CINCUENTA Y CUATRO MIL DOLARES (\$54,000.00) entre las propiedades vendidas lo que se dice a continuación: La finca descrita bajo el inciso "A", "C", "D" y "E" tienen un valor cada una de SEIS MIL DOLARES (\$6,000.00), y la descrita bajo el inciso "F" tiene un valor de VEINTICINCO MIL DOLARES (\$25,000.00).-----

-----QUINTO: Se hace constar además que las hipotecas de CINCO MIL DOLARES Y DOS MIL DOLARES que gravan dichas propiedades, Estados Unidos de América libera a las propiedades de las mismas; razón por la cual no las asumen los compradores y por error aunque en el Título de la Escritura se indicó no se hizo la salvedad.



lo que se hace ahora mediante la presente, ----  
 ---En cuanto al total de venta de CINCUENTA Y CINCO MIL DOLARES DOSCIENTOS TREINTA Y CUATRO DOLARES OCHO CENTAVOS; se hace constar que los compradores solamente asumen CINCUENTA Y CUATRO MIL DOLARES (\$54,000.00); y el remanente de MIL DOSCIENTOS TREINTA Y CUATRO DOLARES CON CUARENTA Y OCHO CENTAVOS (\$1,234.48); lo asume el vendedor; toda vez que se comprometió con Estados Unidos de América saldar dicha suma. ---

---SEXTO: Se aclara además las Escrituras de hipotecas en cuanto a que las fincas responden solidariamente por la cantidad que allí se menciona. -----

---Se hace constar que en dicha Escritura compareció como representante de Estados Unidos de América Juan Mercado Acevedo, quien para dicha fecha era el supervisor local; pero en éstos momentos lo es el aquí compareciente. -----

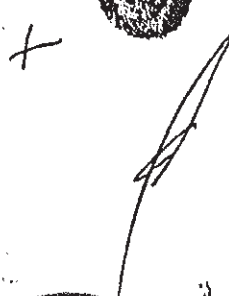
---Se aclaran ambas escrituras también en cuanto a la no firmante; haciéndose constar que se le tomaron las huellas de sus dedos pulgares. -----

-----SEPTIMO: Que se interesa del Honorable Registrador de la Propiedad acepte la presente y se de por enmendada la Escritura Número SETENTICINCO Y SETENTISEIS, otorgada en Juan Díaz, Puerto Rico, por los aquí comparecientes y se inscriban las mismas. -----

.....A C E P T A C I O N.....  
 ...Los otorgantes aceptan esta escritura en la forma que ha sido redactada por ser y encontrarla conforme a lo por ellos acordado. Yo El Notario, les hice las advertencias legales.

LMAB

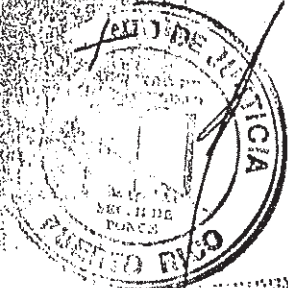
AGC





pertinentes y enterados del derecho a leer por si esta escritura, pero apareciendo que la otorgante ADA MINERVA TORRES ALVAREZ no sabe leer ni escribir concurre como testigo de sus huellas digitales, la vecina BRENDA IVELISSE VAZQUEZ CARTAGENA quien es mayor de edad, soltera, empleada, vecina de Juana Diaz, Puerto Rico, Seguro Social numero Cinco Ochenticuatro sesenta y nueve raya sesenta y siete cero siete

conocido por mi, el Notario, y habiendose dado lectura dos veces a la escritura en voz alta la primera por el Notario y la segunda por el testigo, los otorgantes se ratifican en el contenido de la Escritura otorgada en un solo acto y advirtiendole que el compareciente ADA MINERVA TORRES ALVAREZ, no sabe firmar lo hace a su ruego el testigo de huella quien firm con los demas otorgantes, asi tambien se estanpan las huellas digitales de los pulgares del no firmante en todos los pliegos de esta escritura. De todo lo consignado en este instrumento publico y de haberse observado la unidad de acto en todas las formalidades que esta escritura conlleva y de haber identificado a los comparecientes, yo, el Notario DOY FE.



*Sal Gysma CORREA*  
*Brenda Vazquez Cartagena*  
*Juan Williams*



(FIRMADO) Asael Guzmán Correa, BRENDA IVELISSE VAZQUEZ  
CARTAGENA, LUIS GUILLERMO SEDA BONILLA, LENIN SEPULVEDA

FIGUEROA  
Firmado, sellado y rubricado: ERASMO LEON  
ROSARIO. Tiene canceladas las sellos de Rentas Internas  
correspondientes y el del Impuesto Notarial del Colegio de  
Abogados de Puerto Rico; puesta por los otorgantes sus  
Iniciales y por el Notario en cada uno de los  
folios ..... CERTIFICO: Que la que  
antecede es ..... PRIMERA ..... copia  
fidel y exacta del original de la escritura matriz número....  
62 ..... del protocolo del año 1991  
de esta Notaría a mi cargo; y para entregar a parte intere-  
sada la libro en el sitio y fecha de su otorgamiento. ....

ERASMO LEON ROSARIO  
Notario Público

Retornados a  
los:  
folio: 269-89 vto, 84 vto y 27  
Tomo: 704<sup>ta</sup>-422, 422 y 255  
finov (10,038) 6239-(4,642) 6672  
(14,641) 6671 y (10,002) 6674  
mas: 18, 6 to, 6 to y 5 to.  
14 Octubre 1991

*[Handwritten signature]*



FmHA Form 1940-17 (S)  
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
PROMISSORY NOTE

TYPE OF LOAN

Type: FO-LIMITED RESOURCES

In accordance with:

- ☒ Consolidated Farm and Rural Development Act  
Emergency Agricultural Credit Adjustment Act of 1978

Name: ASael GUZMAN CORREA

State: PUERTO RICO

Office: JUANA DIAZ

Case Number: 63-33-

Date: JUNE 23, 1988

ACTION REQUIRING NOTE:

- |   |                   |
|---|-------------------|
| <input type="checkbox"/> Initial Loan               | New Payment Plan  |
| <input checked="" type="checkbox"/> Subsequent Loan | Reamortization    |
| Consolidation and Subsequent Loan                   | Sale on Credit    |
| Consolidation                                       | Deferred Payments |

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices located in JUANA DIAZ, PUERTO RICO or at another location designated in writing by the Government, the principal sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00), plus interest on the unpaid principal of FIVE PERCENT (5%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$369.00.....on January 1, 1989

and \$823.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and



shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$  
INTERESTS: %  
DATE:  
ORIGINAL BORROWER:  
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency

Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN' above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

ASAEL GUZMAN CORREA (BORROWER)

[Signature]

ADA MINERVA TORRES ALVAREZ (BORROWER)

HC-01 BOX 4291

VILLALBA, PUERTO RICO 00766

#### CERTIFICATION

I, ILEANA ECHEGOYEN, of legal age, single, a resident of Rio Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S.

Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

[Signature]

IELANA ECHEGOYEN

State Director

#### PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$14,000.00	6/23/88	\$		\$	

TOTAL: \$14,000.00

### CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

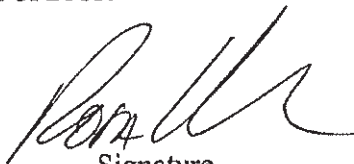


DATED this 18<sup>th</sup> day of April of 2005.



Nicole Harris

WITNESS my hand and official seal hereto affixed this  
18<sup>th</sup> day of April of 2005.



Signature

Notary Public  
State of Washington  
Rosa Walker  
Commission Expires 02-01-06

Print Name: Rosa Walker  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/06

(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre ASAEL GUZMAN CORREA		Clase de Prestamo FO RECURSOS LIMITADOS	
Estado PUERTO RICO		De acuerdo a: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Oficina JUANA DIAZ	ACCION QUE REQUIERE PAGARE:		
Caso Núm. 63-33-	Fecha 23 DE JUNIO DE 1988	<input type="checkbox"/> Préstamo Inicial <input checked="" type="checkbox"/> Préstamo Subsiguiente <input type="checkbox"/> Consolidación y préstamo subsiguiente <input type="checkbox"/> Consolidación <input type="checkbox"/> Nuevo Plan de Pago <input type="checkbox"/> Reamortización <input type="checkbox"/> Venta a Crédito <input type="checkbox"/> Pagos Diferidos	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su

cesionario en su oficina en JUANA DIAZ, PUERTO RICO

o en otro sitio designado por el Gobierno por escrito, la suma principal de ---CATORCE MIL CON 00/100---

----- dólares (\$ 14,000.00) más intereses sobre el principal adeudado al -----CINCO----- POR CIENTO ( 5 %) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el por ciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u>369.00</u>	en enero 1, 19 <u>89</u>	\$ <u>NA</u>	en enero 1, 19 <u>;</u>
\$ <u>NA</u>	en enero 1, 19 <u>;</u>	\$ <u>NA</u>	en enero 1, 19 <u>;</u>
\$ <u>NA</u>	en enero 1, 19 <u>;</u>	\$ <u>NA</u>	en enero 1, 19 <u>;</u>
\$ <u>NA</u>	en enero 1, 19 <u>;</u>	\$ <u>NA</u>	en enero 1, 19 <u>;</u>
\$ <u>NA</u>	en enero 1, 19 <u>;</u>	\$ <u>NA</u>	en enero 1, 19 <u>;</u>

y \$ 823.00, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del por ciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

**CONVENIO DE REFINANCIAMIENTO:** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Asael Guzman Correa  
ASAEL GUZMAN CORREA (Prestatario)

Ada Minerva Torres Alvarez  
ADA MINERVA TORRES ALVAREZ (Prestatario)

### CERTIFICATION

I, ILEANA ECHEGUYEN, of legal age, single & resident of Río Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

Ileana Echeguyen  
ILEANA ECHEGUYEN  
State Director

HC-01 BOX 4291

VILLALBA, P. R. 00766

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 14,000.00	06-23-88	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 14,000.00	

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(Rev 82)

## NOTAS MARGINALES

...CERTIFICO: Que en el día de hoy se expidió Primera copia certificada de esta escritura a la parte interesada. DOY FE.

ERASMO LEON ROSARIO  
NOTARIO



FE  
14000

-----NUMERO SETENTA IS -----	
NUMBER SEVENTY SIX	
-----HIPOTECA VOLUNTARIA-----	
VOLUNTARY MORTGAGE	
En Juana Diaz, Puerto Rico a veintitres de junio de mil novecientos	
la Juana Diaz, Puerto Rico at twenty three day of June of nineteen	
ochenta y ocho	
hundred eighty eight	
-----ANTE MI-----	
BEFORE ME	
.....ERASMO LEON ROSARIO.....	
Abogado y Notario Público de la Isla de Puerto Rico con residencia en PONCE	
Attorney and Notary Public for the Island of Puerto Rico, with residence in PONCE	
PUERTO RICO.....y oficina en JUANA DIAZ, PUERTO RICO....	
PUERTO RICO.....and office in JUANA DIAZ, ..... Puerto Rico.	
-----COMPARECEN-----	
APPEAR	
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-	
The persons named in paragraph TWELFTH of this mortgage-----	
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales	
hereinafter called the "mortgagor" and whose personal circumstances-----	
aparecen de dicho párrafo.-----	
appear from said paragraph.	
Doy fe del conocimiento personal de los comparecientes, así como por sus dichos	
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----	
de su edad, estado civil, profesión y vecindad.-----	
statements which I believe to be true of their age, civil status, profession and residence.	
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración	
They assure me that they are in full enjoyment of their civil rights, and the free administration	
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-	
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----	
miento.-----	
voluntary mortgage.	
-----EXPONEN-----	
WITNESSETH:	
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el	
FIRST: That the mortgagor is the owner of the farm or farms described in-----	
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,	
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----	
denominada de aquí en adelante "los bienes".-----	
hereinafter referred to as "the property".	
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que	
SECOND: That the property mortgaged herein is subject to the liens-----	
se especifican en el párrafo UNDECIMO.-----	
specified in paragraph ELEVENTH herein.	
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de	
THIRD: That the mortgagor has become obligated to the United States-----	
América, actuando por conducto de la Administración de Hogares de Agriculto-	
of America, acting through the Farmers Home Administration,-----	
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con	
hereinafter called the "mortgagee" in connection with-----	



un préstamo o préstamos enciado por uno ó más pagarés o convenio de r  
a loan or loans evidenced by more promissory note(s) or assumption agreement(s)---

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by---

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the---

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges---

hayán estimado sobre la propiedad hipotecada.-----  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the---

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention---

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and---

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One---

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of---

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the---

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along---

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.-----  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".-----  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----





Forma FmHA 427-1(S) PR  
(Rev. 10-82)



quiera otros en relación con dicho préstamo al no también a los beneficios  
others in connection with said loan; as well as any ba

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar  
 subparagraph (Three) of para. NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
 performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
 contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
 hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
 the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
 interests easements, hereditaments and appurtenances thereto belonging,

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
 the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
 income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
 later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
 all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
 the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
 by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
 partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
 therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
 all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
 after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
 In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acce-  
 thereon before and after maturity until paid, losses sustained by the

edor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
 mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
 other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
 with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
 attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
 said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
 amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
 SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
 (One) To pay promptly when due any indebtedness



Forma FmHA 427-1(S) PR  
(Rev. 10-82)



se garantiza e indemnizar y conservar libre de pérdida al acreedor hipotecario  
the mortgagee hereby secured and to indemnify and save the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del CINCO .....  
subparagraph shall bear interest at the rate of FIVE .....

..... por ciento ( 5 % )  
..... per cent ( 5 % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raiones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



Forma FmHA 427-1(S) PR  
(Rev. 10-82)



ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
building or improvement on the property; nor will he or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos p... limientos que fueren necesarios en defensa de s...  
 may institute the necessary p... dings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
 interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
 proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
 by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----  
 for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
 (Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonar los bienes o voluntariamente se los entregase al acree-  
 should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
 mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
 to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
 the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
 costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
 by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.-----  
 in what ever order and manner mortgagee may determine,-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
 (Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
 may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
 a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
 rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
 mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
 said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

sarias en la agencia cooperativa en relación con dicho préstamo.-----  
 purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
 (Sixteen) Should default occur in the performance or discharge of any obligation secured-----

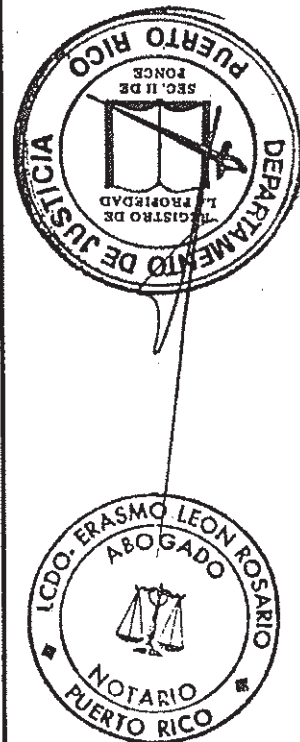
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
 by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
 mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
 with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
 or in any supplementary agreement, or die or be declared an-----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
 incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----





Forma FmHA 427-1(S) PR  
(Rev. 10-82)



res, o los bienes o parte de ellos o cualquier interés  
litors, or should the property or any part thereof or interest be assigned, los mismos fueren cedidos,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,  
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es  
without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a  
irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda  
declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y  
to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos)  
to foreclose this mortgage in accordance with law and the provisions hereof: (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los  
to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se  
property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de  
agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes  
and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)  
and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.  
request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario  
(Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos  
for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-  
of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-  
the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado.  
attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y  
(Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u  
enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-  
obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí  
of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del  
secured hereby, and without affecting the lien created upon said property or the priority of

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en  
said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-  
any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)  
contained herein or in the note or any supplementary agreement: (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravamen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee



Forma FmHA 427-1(S) PR  
(Rev. 10-82)

importe de cualquier sentencia obtenido por  
 amount of any judgment obtained by reason of condemn-  
 opiación forzosa para uso  
 proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
 use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
 for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
 received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
 of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
 mortgage, and if any amount then remains, will pay such amount to mortgagee.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
 SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
 of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

da, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
 mortgagee does hereby appraise the mortgaged property in the amount

de **CATORCE MIL DOLARES (\$14,000.00).....**  
 of **FOURTEEN THOUSAND DOLLARS (\$14,000.00).....**

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
 EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
 considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
 ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
 Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
 not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
 laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
 insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
 NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
 One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
 this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré **CATORCE MIL.....**  
 should assign this mortgage without insurance of the note, **FOURTEEN THOUSAND ..**

..... **14,000.00**  
 ..... **DOLARES (\$ 14,000.00)**  
 ..... **DOLLARS (\$ 14,000.00)**

el principal de dicho pagaré, con sus intereses según estipulados a razón del **Cinco**  
 the principal amount of said note, together with interest as stipulated therein at the rate of **five**

..... **5** **0/o** anual;  
 ..... **5** **0/o** per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado  
Two. At all times when said note is held by an insured lender:

(A) CATORCE MIL .....  
(A) FOURTEEN THOUSAND .....  
..... DOLARES (\$) 14,000.00  
..... DOLLARS (\$) 14,000.00

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;-----  
Three;-----

(B) VEINTIUN MIL .....  
(B) TWENTY ONE THOUSAND .....  
..... DOLARES (\$) 21,000.00  
..... DOLLARS (\$) 21,000.00

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;  
Three. In any event and at all times whatsoever:

(A) CINCO MIL SEISCIENTOS DOLARES .....  
(A) FIVE THOUSAND SIX HUNDRED DOLLARS .....

( \$ 5,600.00 ) para intereses después de mora:-----  
( \$ 5,600.00 ) for default interest:-----

(B) DOS MIL OCHOCIENTOS DOLARES .....  
(B) TWO THOUSAND EIGHT HUNDRED DOLLARS .....

( \$ 2,800.00 ) para contribuciones, seguro y otros adelantos para la con-  
( \$ 2,800.00 ) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;-----  
SIXTH, Three;-----

(C) MIL CUATROCIENTOS DOLARES .....  
(C) ONE THOUSAND FOUR HUNDRED DOLLARS .....

( \$ 1,400.00 ) para costas, gastos y honorarios de abogado en caso  
( \$ 1,400.00 ) for costs, expenses and attorney's fees in case

de ejecución;-----  
of foreclosure:-----

(D) MIL CUATROCIENTOS DOLARES .....  
(D) ONE THOUSAND FOUR HUNDRED DOLLARS .....

( \$ 1,400.00 ) para costas y gastos que incurriere el acreedor hipoteca-  
( \$ 1,400.00 ) for costs and expenditures incurred by the mortgagee in

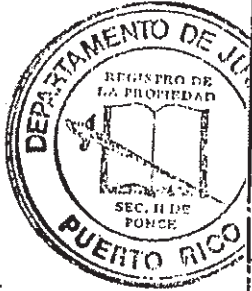
rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.-----  
provided in paragraph (SIXTH, Thirteen.



FORMA FMTA 427-1(S) PR  
(Rev. 10-82)



MO: Que el (los) pagaré(s) a que se hace referen en el párrafo TERCERO  
II: That the note(s), referred to in paragraph THIRD--

de esta hipoteca es (son) descrito(s) como sigue:-----  
of this mortgage is(are) described as follows:-----

"Pagaré otorgado en el caso número sesentitres raya treintitres raya  
Promissory note executed in case number sixty three dash thirty three dash ..

(6) ..... fechado el día .....  
( ) ..... dated the .....

veintitres .... de junio ..... de mil novecientos-----  
twenty three day of June ..... nineteen hundred and

ochenta y ocho ..... por la suma de CATORCE MIL DOLARES  
eighty eight ..... in the amount of FOURTEEN THOUSAND...

(\$14,000.00) ..... dólares de principal más  
(\$14,000.00) ..... of principal plus

Intereses sobre el balance del principal adeudado a razón del CINCO .....  
Interest over the unpaid balance at the rate of FIVE .....

..... { 3 % } por ciento anual,  
..... { 3 % } percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero  
entire debt herein evidenced, if not sooner paid, will be due

a los CUARENTA AÑOS .....  
and payable FORTY YEARS .....

años de la fecha de este pagaré .....  
years from the date of this promissory note .....

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:-----  
voluntary mortgage is constituted, is described as follows:-----



fo 272  
 to: 704 II  
 fin: 10,038  
 m: 19



fo 290 vlt  
 to: 839 II  
 fin: 14,642  
 m: 7 m

fo: 245 vlt  
 to: 839 II  
 fin: 14,641  
 m: 7 m



..."A: RUSTICA: Porción de terreno sin nombre, que radica en el término Municipal de Ponce, Barrio .... Marrueño, con una cabida de CUARENTA CUERDAS, más o menos equivalentes a quince hectáreas, setenta y dos áreas, dieciséis centiáreas, iguales a Ciento Cin.. Ciento y siete mil doscientos dieciséis metros cuadrados (157,216 m/C), colindando al NORTE con Sucesión Maldonado y Don Claudino Chamorro, por el ESTE, la citada Sucesión de Don Sandalio Rivera y el referido Don Claudino Chamorro y por el OESTE, el Río.. Marrueño.....

...Inscrito al Folio Ciento quince vuelto (115 vto) del tomo cuatrocientos quince (415), finca 10,038, pasa al folio 268, tomo 704.....

..."B" RUSTICA: Predio de terreno compuesto de CUATRO CUERDAS Y CUADRO, equivalentes a una hectárea sesenta y siete áreas y cuatro centiáreas, más o menos, iguales a Quince mil setecientos veintinueve punto sesenta metros cuadrados (15,721.60 m/C), radicados en el Barrio Marrueño del término Municipal de Ponce, colindando al NORTE con terrenos de Don .... Sandalio Rivera hoy su Sucesión, por el SUR, con .. Manuel Maldonado Velázquez y por el ESTE Y OESTE con terrenos de Don Sandalio Rivera, hoy su Sucesión, se hace constar que actualmente, por el OESTE y NORTE esta finca colinda con Ramón Quintana.....

....Inscrito al folio doscientos treinta y ocho .. (238), del tomo Doscientos Cincuenta y Uni (251) de Ponce, finca 9,918.....

..."C" RUSTICA: Predio de terreno compuesto de .. Cuatro Cuerdas, equivalentes a una hectárea, cincuenta y siete áreas y veintidos centiáreas, iguales a Quince mil setecientos veintinueve punto sesenta metros cuadrados (15,721.60 M/C) radicado en el barrio ... Marrueño del término Municipal de Ponce, Puerto Rico, en lindes por el NORTE con terrenos del Sr. Ramón Quintana, y por el SUR, ESTE Y OESTE con terrenos de Don Antonio Batiz.....

...Inscrito al Folio ochentiocho (88), tomo 422, finca 14642, hoy 6672, inscripción 4.....

..."D" RUSTICA: Predio de terreno radicado en el Barrio Marrueño del término Municipal de Ponce, Puerto Rico, compuesto de Ocho cuerdas, equivalentes a tres hectáreas, catorce áreas y cuarenta y tres centiáreas, iguales a Treinta y un mil cuatrocientos cuarenta y tres punto Veinte metros cuadrados (31,443.20 M/C) en lindes por el NORTE y ESTE con terrenos de Don Román Quintana, por el SUR con terrenos de Antonio Batiz y Román Quintana, y por el OESTE, con el Río Marrueño.....

...Inscrito al folio 83, del tomo 422, finca 4641 hoy 6671, inscripción 4ta.....



fo: 3  
 m. 8474  
 fin: 10,002  
 m. 7 m



... "E" RUSTICA: CUATRO CUERDAS de terreno más o ...  
 menos, equivalentes a una hectárea, Cincuenta y ..  
 Siete áreas, veintiuna Centiáreas iguales a QUINCE  
 MIL SETECIENTOS VEINTIUNO PUNTO SESENTA METROS CUA-  
 DRADOS (15,721.60 m/c) radicadas en el Barrio Marue-  
 ño de Ponce, colindando al NORTE con Vicente, Juan,  
 Miguel Maldonado y Ramona Maldonado, digo antes San-  
 tigo Maldonado, al SUR con Manuel Maldonado, al ..  
 ESTE con el mismo Miguel Maldonado y Ramona Maldona-  
 do, y por el OESTE con el Río Marueño.....

...Inscrito el folio 25, del tomo 255, finca 10002,  
 hoy 6674, inscripción 4ta.....

....Adquirieron los prestatarios dicha propiedad  
 mediante compra que de la misma le hicieron al señor  
 Luis Guillermo Seda Bonilla, según surge de la  
 Escritura de Compraventa y otros de fecha veintitres  
 de junio de mil novecientos Ochenta y Ocho, Escri-  
 tura número SETENTA Y CINCO, otorgada en la ciudad  
 de Juana Díaz, Puerto Rico, ante el Notario Erasmo  
 León Rosario.....

"F" Se tomará como en garantía adicional la pro-  
 piedad que se describe a continuación: .....

"F": RUSTICA: Parcela marcada con el número Ciento  
 Veinte (120) en el plano de parcelación de la Comu-  
 nidad Rural Los Vaca del barrio Hato Puerco del  
 término municipal de Villalba, con una cabida super-  
 ficial de mil treinta y cinco punto cero ocho ...  
 metros cuadrados...../P.35.A.....

..En lindes por el NORTE con parcela número ciento  
 diexinueve de la comunidad, por el SUR con parcela  
 número ciento veintiuno de la comunidad y quebrada  
 por el ESTE con quebrada por el OESTE con la calle  
 número cinco de la comunidad.....

....Inscrita al folio noventa y siete (97) del to-  
 mo noventa y cinco (95) de Villalba, finca 4,427..

...En esta propiedad actualmente hay presentada  
 un Acta aclaratoria en cuanto al nombre del Señor  
 Asael Guzmán Correa.....



...DUODECIMO: Comparecen en la presente escritura como Deudores Hipotecarios: DON ASael GUZMAN, CONOCIDO POR ASael GUZMAN CORREA Y DOÑA ADA MINERVA TORRES ALVAREZ, quienes son mayores de edad, casados entre sí, propietarios y vecinos de Villalba, Puerto Rico, Seguro Social él ~~1945~~ ~~1946~~ ~~1947~~ ~~1948~~ ~~1949~~ ~~1950~~ ~~1951~~ ~~1952~~ ~~1953~~ ~~1954~~ ~~1955~~ ~~1956~~ ~~1957~~ ~~1958~~ ~~1959~~ ~~1960~~ ~~1961~~ ~~1962~~ ~~1963~~ ~~1964~~ ~~1965~~ ~~1966~~ ~~1967~~ ~~1968~~ ~~1969~~ ~~1970~~ ~~1971~~ ~~1972~~ ~~1973~~ ~~1974~~ ~~1975~~ ~~1976~~ ~~1977~~ ~~1978~~ ~~1979~~ ~~1980~~ ~~1981~~ ~~1982~~ ~~1983~~ ~~1984~~ ~~1985~~ ~~1986~~ ~~1987~~ ~~1988~~ ~~1989~~ ~~1990~~ ~~1991~~ ~~1992~~ ~~1993~~ ~~1994~~ ~~1995~~ ~~1996~~ ~~1997~~ ~~1998~~ ~~1999~~ ~~2000~~ ~~2001~~ ~~2002~~ ~~2003~~ ~~2004~~ ~~2005~~ ~~2006~~ ~~2007~~ ~~2008~~ ~~2009~~ ~~2010~~ ~~2011~~ ~~2012~~ ~~2013~~ ~~2014~~ ~~2015~~ ~~2016~~ ~~2017~~ ~~2018~~ ~~2019~~ ~~2020~~ ~~2021~~ ~~2022~~ ~~2023~~ ~~2024~~ ~~2025~~ ~~2026~~ ~~2027~~ ~~2028~~ ~~2029~~ ~~2030~~ ~~2031~~ ~~2032~~ ~~2033~~ ~~2034~~ ~~2035~~ ~~2036~~ ~~2037~~ ~~2038~~ ~~2039~~ ~~2040~~ ~~2041~~ ~~2042~~ ~~2043~~ ~~2044~~ ~~2045~~ ~~2046~~ ~~2047~~ ~~2048~~ ~~2049~~ ~~2050~~ ~~2051~~ ~~2052~~ ~~2053~~ ~~2054~~ ~~2055~~ ~~2056~~ ~~2057~~ ~~2058~~ ~~2059~~ ~~2060~~ ~~2061~~ ~~2062~~ ~~2063~~ ~~2064~~ ~~2065~~ ~~2066~~ ~~2067~~ ~~2068~~ ~~2069~~ ~~2070~~ ~~2071~~ ~~2072~~ ~~2073~~ ~~2074~~ ~~2075~~ ~~2076~~ ~~2077~~ ~~2078~~ ~~2079~~ ~~2080~~ ~~2081~~ ~~2082~~ ~~2083~~ ~~2084~~ ~~2085~~ ~~2086~~ ~~2087~~ ~~2088~~ ~~2089~~ ~~2090~~ ~~2091~~ ~~2092~~ ~~2093~~ ~~2094~~ ~~2095~~ ~~2096~~ ~~2097~~ ~~2098~~ ~~2099~~ ~~2100~~ ~~2101~~ ~~2102~~ ~~2103~~ ~~2104~~ ~~2105~~ ~~2106~~ ~~2107~~ ~~2108~~ ~~2109~~ ~~2110~~ ~~2111~~ ~~2112~~ ~~2113~~ ~~2114~~ ~~2115~~ ~~2116~~ ~~2117~~ ~~2118~~ ~~2119~~ ~~2120~~ ~~2121~~ ~~2122~~ ~~2123~~ ~~2124~~ ~~2125~~ ~~2126~~ ~~2127~~ ~~2128~~ ~~2129~~ ~~2130~~ ~~2131~~ ~~2132~~ ~~2133~~ ~~2134~~ ~~2135~~ ~~2136~~ ~~2137~~ ~~2138~~ ~~2139~~ ~~2140~~ ~~2141~~ ~~2142~~ ~~2143~~ ~~2144~~ ~~2145~~ ~~2146~~ ~~2147~~ ~~2148~~ ~~2149~~ ~~2150~~ ~~2151~~ ~~2152~~ ~~2153~~ ~~2154~~ ~~2155~~ ~~2156~~ ~~2157~~ ~~2158~~ ~~2159~~ ~~2160~~ ~~2161~~ ~~2162~~ ~~2163~~ ~~2164~~ ~~2165~~ ~~2166~~ ~~2167~~ ~~2168~~ ~~2169~~ ~~2170~~ ~~2171~~ ~~2172~~ ~~2173~~ ~~2174~~ ~~2175~~ ~~2176~~ ~~2177~~ ~~2178~~ ~~2179~~ ~~2180~~ ~~2181~~ ~~2182~~ ~~2183~~ ~~2184~~ ~~2185~~ ~~2186~~ ~~2187~~ ~~2188~~ ~~2189~~ ~~2190~~ ~~2191~~ ~~2192~~ ~~2193~~ ~~2194~~ ~~2195~~ ~~2196~~ ~~2197~~ ~~2198~~ ~~2199~~ ~~2200~~ ~~2201~~ ~~2202~~ ~~2203~~ ~~2204~~ ~~2205~~ ~~2206~~ ~~2207~~ ~~2208~~ ~~2209~~ ~~2210~~ ~~2211~~ ~~2212~~ ~~2213~~ ~~2214~~ ~~2215~~ ~~2216~~ ~~2217~~ ~~2218~~ ~~2219~~ ~~2220~~ ~~2221~~ ~~2222~~ ~~2223~~ ~~2224~~ ~~2225~~ ~~2226~~ ~~2227~~ ~~2228~~ ~~2229~~ ~~2230~~ ~~2231~~ ~~2232~~ ~~2233~~ ~~2234~~ ~~2235~~ ~~2236~~ ~~2237~~ ~~2238~~ ~~2239~~ ~~2240~~ ~~2241~~ ~~2242~~ ~~2243~~ ~~2244~~ ~~2245~~ ~~2246~~ ~~2247~~ ~~2248~~ ~~2249~~ ~~2250~~ ~~2251~~ ~~2252~~ ~~2253~~ ~~2254~~ ~~2255~~ ~~2256~~ ~~2257~~ ~~2258~~ ~~2259~~ ~~2260~~ ~~2261~~ ~~2262~~ ~~2263~~ ~~2264~~ ~~2265~~ ~~2266~~ ~~2267~~ ~~2268~~ ~~2269~~ ~~2270~~ ~~2271~~ ~~2272~~ ~~2273~~ ~~2274~~ ~~2275~~ ~~2276~~ ~~2277~~ ~~2278~~ ~~2279~~ ~~2280~~ ~~2281~~ ~~2282~~ ~~2283~~ ~~2284~~ ~~2285~~ ~~2286~~ ~~2287~~ ~~2288~~ ~~2289~~ ~~2290~~ ~~2291~~ ~~2292~~ ~~2293~~ ~~2294~~ ~~2295~~ ~~2296~~ ~~2297~~ ~~2298~~ ~~2299~~ ~~2300~~ ~~2301~~ ~~2302~~ ~~2303~~ ~~2304~~ ~~2305~~ ~~2306~~ ~~2307~~ ~~2308~~ ~~2309~~ ~~2310~~ ~~2311~~ ~~2312~~ ~~2313~~ ~~2314~~ ~~2315~~ ~~2316~~ ~~2317~~ ~~2318~~ ~~2319~~ ~~2320~~ ~~2321~~ ~~2322~~ ~~2323~~ ~~2324~~ ~~2325~~ ~~2326~~ ~~2327~~ ~~2328~~ ~~2329~~ ~~2330~~ ~~2331~~ ~~2332~~ ~~2333~~ ~~2334~~ ~~2335~~ ~~2336~~ ~~2337~~ ~~2338~~ ~~2339~~ ~~2340~~ ~~2341~~ ~~2342~~ ~~2343~~ ~~2344~~ ~~2345~~ ~~2346</~~

...DECIMO TERCERO: EL importe del préstamo aquí  
consignado se usó o será usado .....

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(Rev. 10-82)



ra fines agrícolas y la construcción y/o reparación de mejoras de las instalaciones  
agricultural purposes and the construction and/or repair improvement of the physical

físicas en la finca(s) descrita(s).  
Installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851) ~~/~~  
L.P.R.A. 1851) ~~/~~

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo ac... arantizado, se considerará e interpretará como  
 funds of the loan herein guar... ed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
 of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
 EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
 and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
 days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
 beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
 notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
 NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
 on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
 consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaran de acuerdo a las leyes federales y  
 or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
 local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
 these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
 TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
 any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
 Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)-  
 U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

VIGESIMO (B) "Por tratarse de un préstamo de recur  
 sos limitados, según indicado en el pagaré, el Gobierno  
 puede cambiar el porciento de interés de acuerdo con los  
 reglamentos de la Administración de Hogares de Agricul  
 tores.....

.....

.....



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(Rev. 10-82)

ACEPTACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura.  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.-----

(FIRMADO) ASael GUZMAN Cóp ASael GUZMAN CORREA  
ADA MINERVA TORRES ALVAREZ

Firmado, signado, sellado y rubricado: ERASMO LEON  
ROSARIO. Tiene cancelados los sellos de Rentas Internas  
correspondientes y el del Impuesto Notarial del Colegio de  
Abogados de Puerto Rico; puesta por los otorgantes sus  
iniciales y por el Notario su rúbrica en cada uno de los  
folios ..... CERTIFICO: Que lo que  
antecede es PRIMERA..... copia  
fiel y exacta del original de la escritura matriz número...  
76..... del protocolo del año 1988  
de esta Notaría a mi cargo; y para entregar a parte Interesada la libro en el día y fecha de su otorgamiento.

ERASMO LEON ROSARIO  
Notario Público



REGISTRO DE LA PROPIEDAD DE PONCE

Presentado a la (s) 11/15 de la manana

Asiento Núm. 39

Ders: Retuado

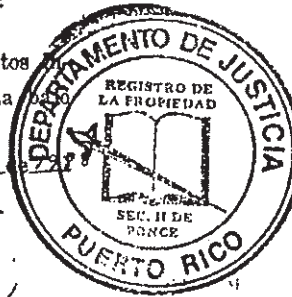
Total Ders. \$ 5 en diechos

En Ponce, P. R., a 11 de agosto de 1988

Registrador (a) \_\_\_\_\_

Notificado hoy por los fundamentos  
cluidos en la notificación legajada  
el número 1221

Ponce, P. R. a 2 de sept.



Retuado hoy 11/1/88

en Ponce, P. R.

REGISTRO DE LA PROPIEDAD DE PONCE

SECCION II

Presentado a la (s) 10/16 de la manana

Asiento Núm. 166

Ders: Un sello de \$04 Núm.

Un comprobante de \$1.00 Núm.

comprobante de \$ Núm.

Total Ders. \$ 5 en diechos

En Ponce, P. R., a 27 de noviembre de 1980

Registrador (a) \_\_\_\_\_

Notificado hoy por los fundamentos in-  
cluidos en la notificación legajada bajo  
el número 1681

Ponce, P. R. a 2 de dic. de 90.

REGISTRO DE LA PROPIEDAD DE PONCE

SECCION II

Presentado a la (s) 2/20 de la PM

Asiento Núm. 255 del tomo-diario 93

Ders: Un sello de \$04 Núm.

Un comprobante de \$1.00 Núm.

comprobante de \$ Núm.

comprobante de \$ Núm.

Total Ders. \$ 5 en diechos

En Ponce, P. R., a 8 de octubre de 1991

Registrador (a) \_\_\_\_\_

Retuado hoy 7/feb/91

don Beredo.

Busco este documento en cuenta los siguientes fincos:  
finco (#10038) 6,239 al folio 272 - tomo 704 E  
afecta a Embargo por \$2500.00 al fin Eloy Colón Lugo  
finco (#14,642) 6,672 al folio 290 vto tomo 839 II  
finco (#14,641) 6,671 al folio 295 vto tomo 839 E  
finco (#10,002) 6,674 al folio 3 tomo 847 II  
afecta a Embargo por \$2500.00 al fin Eloy Colón Lugo.  
Donde 4 fincos antes relacionados están afectos a hipotecas  
por \$30,000.00 a favor de Esteban Hernández Guevara Lugo  
nuestro abogado, afecta a las hipotecas que por este documento se  
constituyen. Ponce, a 15 de noviembre de 1991.

Eloy Colón Lugo

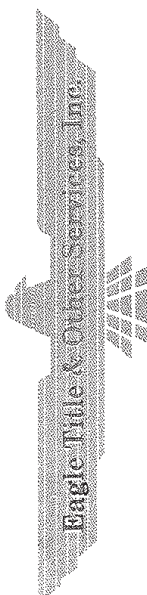


## TITLE SEARCH

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467 TRUJILLO ALTO, PR. 00977-1467  
TELS. (787) 748.1130 / 748.8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: ASael GUZMAN CORREA

REF: 1521.313

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 6,239 (before 10,038), recorded at page 111 of volume 122 of Ponce, Registry of Ponce, Puerto Rico, II section.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**"A" RUSTICA:** Porción de terreno sin nombre, que radica en el término municipal de Ponce, Barrio Marueño, con una cabida de **cuarenta cuerdas, más o menos equivalentes a quince hectáreas, setenta y dos áreas, dieciséis centiáreas, iguales a ciento cincuenta y siete mil doscientos dieciséis metros cuadrados (157,216 m/c)**, colindando al **NORTE**, con Sucesión Maldonado y Don Claudino Chamorro; por el **ESTE**, la citada Sucesión de Don Sandalio Rivera y el referido Don Claudino Chamorro; por el **OESTE**, el Río Marueño; por el **SUR**, con la Sucesión Maldonado y otras de Claudino Chamorro.

**TITLE:**

This property is registered in favor of ASael GUZMAN CORREA and his wife ADA MINERVA TORRES ALVAREZ, who acquired it by purchase from Luis Guillermo Seda Bonilla, single, at a price of \$54,000.00, responding by \$6,000.00, pursuant to deed #75, executed in Juana Diaz, Puerto Rico, on June 23, 1988, before Erasmo León Rosario Notary Public; clarified by deed #62, executed in Juana Diaz, Puerto Rico, on August 30, 1991, before the same Notary, recorded at page 269 of volume 704 of Ponce, property number 6,239, 18<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. Real and perpetual Right of easement in favor of Commonwealth of Puerto Rico for compulsory expropriation, for compensation of \$9,523.89, corresponding to this farm \$601.57, by Resolution dictated on March 23<sup>rd</sup>, 1971 in the Superior Court of Puerto Rico, Expropriation Court, cases E-71-157 up to 176 both inclusive, recorded at overleaf of page 111 of volume 122 of Ponce, 12<sup>th</sup>, inscription, transferred in favor of Autoridad de Fuentes Fluviales de Puerto Rico before, today Autoridad de Energía Eléctrica, by Resolution issued on September 30<sup>th</sup>, 1981, recorded at page 113 of volume 122 of Ponce, property number 6,239, 13<sup>th</sup> inscription.
  2. **MORTGAGE:** Constituted by Luis G. Seda Bonilla, over this and others, in favor of United Estates of America acting as Farmer Homes Administration, in the original principal amount of \$30,000.00, with 13 $\frac{3}{4}$ % annual interests, (do not express due date), constituted by deed #19, executed in Ponce, Puerto Rico, on May 14<sup>th</sup>, 1982, before Isidoro Montes Cebollero Notary Public, recorded at overleaf of page 115 of volume 122 of Ponce, property number 6,239, 16<sup>th</sup> inscription.

**ESTUDIOS DE TITULO  
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P.O. BOX 1467 TRUJILLO ALTO, PR. 00977-1467  
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estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

PAGE #2  
PROPERTY #6,239

3. The mortgage for the amount of \$30,000.00 of 16<sup>th</sup> inscription was modified as follows: In June 23<sup>rd</sup>, 1988 the balance is \$55,234.48, payable \$1,421.00 in or before of January 1<sup>st</sup>, 1989 and \$3,174.00 the subsequent years up to the term of 40 years, with 5% annual interest, constituted by deed #75, executed in Juana Diaz, Puerto Rico, on June 23<sup>rd</sup>, 1988, before Erasmo León Rosario Notary Public; clarified by deed #62, executed in Juana Diaz, Puerto Rico, on August 30, 1991, before the same Notary, recorded at page 269 of volume 704 of Ponce, property number 6,239, 18<sup>th</sup> inscription.
4. **MORTGAGE:** Constituted by Asael Guzmán Correa and his wife Ada Minerva Torres Alvarez, over this and others, in favor of United Estates of America acting as Farmer Homes Administration, in the original principal amount of \$14,000.00, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Juana Diaz, Puerto Rico, on June 23<sup>rd</sup>, 1988, before Erasmo Leon Rosario Notary Public, recorded at page 272 of volume 704 of Ponce, property number 6,239, 19<sup>th</sup> inscription and the last.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 5<sup>th</sup>, 2020.

*NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.*

**EAGLE TITLE AND OTHER SERVICES, INC.**

\_\_\_\_\_  
Authorized signature

tm/mv/F

Eagle Title & Other Services, Inc.

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 5th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

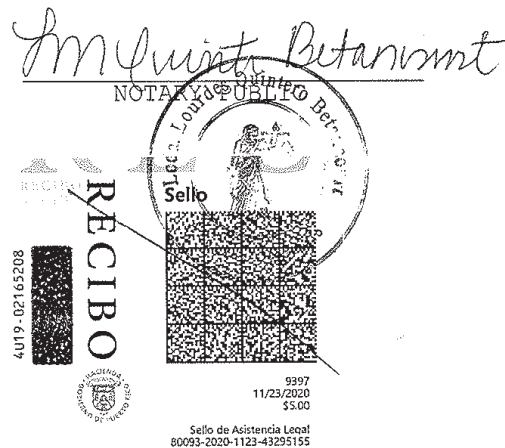
In Guaynabo, Puerto Rico, this 10 day of December of 2020.

  
Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4409

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.



## TITLE SEARCH

Exhibit 8

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, PR. 00977-1467  
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CLIENT: ASael GUZMÁN CORREA

REF: 1521.313

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 6,671 (before 14,641), recorded at page 81 of volume 126 of Ponce, Registry of Ponce, Puerto Rico, section II.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RÚSTICA:** Predio de terreno radicado en el Barrio Marueño del término municipal de Ponce, Puerto Rico, compuesto de **ocho cuerdas, equivalentes a tres hectáreas, catorce áreas y cuarenta y tres centiáreas**, dedicado a café y frutos menores, en lindes por el **NORTE** y **ESTE**, con terrenos de Don Román Quintana; por el **SUR**, con terrenos de Antonio Batiz y Román Quintana; y por el **OESTE**, con el Río Marueño.

**TITLE:**

This property is registered in favor of ASael GUZMÁN CORREA and his wife ADA MINERVA TORRES ÁLVAREZ, who acquired by purchase from Luis Guillermo Seda Bonilla, at a price of \$54,000.00, responding this property by \$6,000.00, pursuant to deed #75, executed in Juana Díaz, Puerto Rico, on June 23, 1988, before Notary Public Erasmo León Rosario; clarified by deed #62, executed in Juana Díaz, Puerto Rico, on August 30, 1991, before the same Notary Public, recorded at overleaf of page 84 of volume 126 of Ponce, property number 6,671, 6<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **MORTGAGE:** Constituted by Luis Guillermo Seda Bonilla, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$30,000.00, with 13¼% annual interests, due on **(does not express)**, constituted by deed #19, executed in Ponce, Puerto Rico, on May 14, 1982, before Notary Public Isidoro Montes Caballero, recorded at page 83 of volume 126 of Ponce, property number 6,671, 4<sup>th</sup> inscription.
  2. The mortgage of \$30,000.00 of the 4<sup>th</sup> inscription was modified as follows: the total amount as of June 23, 1988 ascends to \$55,234.48 will be paid as follows \$1,421.00 on or before January 1, 1989 and \$3,174.00 each subsequent year for a term of 40 years, with 5% annual interest, constituted by deed #75, executed in Juan Díaz, Puerto Rico, on June 23, 1988, before Notary Public Erasmo León Rosario; and clarified by deed #62, executed in Juana Díaz, Puerto Rico, on August 30, 1991, before the same Notary Public, recorded at overleaf of page 89 of volume 126 of Ponce, property number 6,671, 6<sup>th</sup> inscription.
  3. **MORTGAGE:** Constituted by Asael Guzmán Correa and his wife Ada Minerva Torres Alvarez, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$14,000.00, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Juana Díaz, Puerto Rico, on June 23, 1988, before Notary Public Erasmo León Rosario, recorded at overleaf of page 295 of volume 839 of Ponce, property number 6,671, 7<sup>th</sup> and last inscription.



PAGE #2  
PROPERTY #6,671

## REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 5<sup>th</sup>, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

srd/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 5<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 10 day of December 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 9410

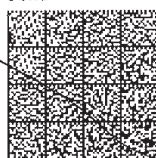
Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December 2020.

4019-02165198

RECIBO

Sello

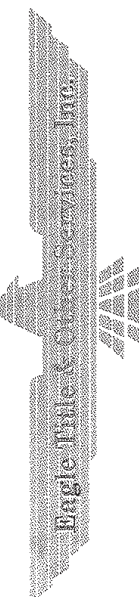


NOTARY PUBLIC

9397  
11/23/2020  
\$5.00

Sello de Asistencia Legal  
80093-2020-1123-43295052

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



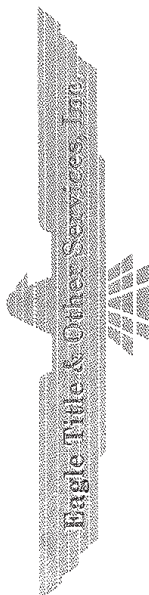
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## TITLE SEARCH

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CLIENT: ASael GUZMÁN CORREA

REF: 1521.313

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 6,672 (before 14,642), recorded at page 86 of volume 126 of Ponce, Registry of Ponce, Puerto Rico, section II.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RÚSTICA:** Predio de terreno compuesto de **cuatro cuerdas, equivalentes a una hectárea, cincuenta y siete áreas y veintidós centiáreas**, radicado en el Barrio Marueño del término municipal de Ponce, Puerto Rico, dedicado a café y frutos menores, en lindes por el **NORTE**, con terrenos del Sr. Ramón Quintana; y por el **SUR, ESTE y OESTE**, con terrenos de Don Antonio Batiz.

**TITLE:**

This property is registered in favor of ASael GUZMÁN CORREA and his wife ADA MINERVA TORRES ALVAREZ who acquired this and other property by purchase from Luis Guillermo Seda Bonilla, single, at a price of \$54,000.00, responding this property by \$6,000.00, pursuant to deed #75, executed in Juana Díaz, Puerto Rico, on June 23, 1988, before Notary Public Erasmo León Rosario; clarified by deed #62, executed in Juana Díaz, Puerto Rico, on August 30, 1991, before the same Notary Public, recorded at overleaf of page 89 of volume 126 of Ponce, property number 6,672, 6<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **MORTGAGE:** Constituted by Luis Guillermo Seda Bonilla, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$30,000.00, with 13¼% annual interests, due on **(does not express)**, constituted by deed #19, executed in Ponce, Puerto Rico, on May 14, 1982, before Notary Public Isidoro Montes Caballero, recorded at page 88 of volume 126 of Ponce, property number 6,672, 4<sup>th</sup> inscription.
  2. The mortgage of \$30,000.00 of the 4<sup>th</sup> inscription was modified as follows: the total amount as of June 23, 1988 ascends to \$55,234.48 will be paid as follows \$1,421.00 on or before January 1, 1989 and \$3,174.00 each subsequent year for a term of 40 years, with 5% annual interest, constituted by deed #75, executed in Juana Díaz, Puerto Rico, on June 23, 1988, before Notary Public Erasmo León Rosario; and clarified by deed #62, executed in Juana Díaz, Puerto Rico, on August 30, 1991, before the same Notary Public, recorded at overleaf of page 89 of volume 126 of Ponce, property number 6,672, 6<sup>th</sup> inscription.
  3. **MORTGAGE:** Constituted by Asael Guzmán Correa and his wife Ada Minerva Torres Alvarez, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$14,000.00, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Juana Díaz, Puerto Rico, on June 23, 1988, before Notary Public Erasmo León Rosario, recorded at overleaf of page 290 of volume 839 of Ponce, property number 6,672, 7<sup>th</sup> and last inscription.



PAGE #2  
PROPERTY #6,672

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 5<sup>th</sup>, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

srd/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 5<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,411.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.

RECIBO

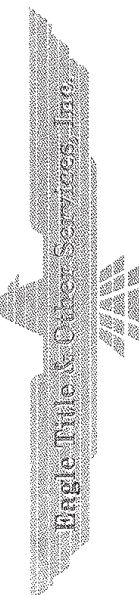
4079-02165199

Sello



NOTARY PUBLIC

9397  
11/23/2020  
\$5.00  
Sello de Asistencia Legal  
80093-2020-1123-43295060



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estudios@eagletitlepr.com

## TITLE SEARCH

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CLIENT: ASAEI GUZMAN CORREA

REF: 1521.313

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 6,674, recorded at page 23 of volume 62 of Ponce, Registry of Ponce, Puerto Rico, II section.

**DESCRIPTION: (As it is recorded in the Spanish language)**

**RUSTICA:** Predio de cuatro cuerdas de terreno más o menos, equivalentes a una hectárea, cincuenta y siete áreas, veintiuna centiáreas iguales a **quince mil setecientos veintiuno punto sesenta metros cuadrados (15,721.60 m/c)**, radicadas en el Barrio Marueño de Ponce, colindando al **NORTE**, con Vicente, Juan, Manuel Maldonado, antes Santiago Maldonado; al **SUR**, con Manuel Maldonado; al **ESTE**, con el mismo Miguel Maldonado y Ramona Maldonado; y por el **OESTE**, con el Río Marueño.

**TITLE:**

This property is registered in favor of ASAEI GUZMAN CORREA and his wife ADA MINERVA TORRES ALVAREZ, who acquired it by purchase from Luis Guillermo Seda Bonilla, single, at a price of \$54,000.00, responding by \$6,000.00, pursuant to deed #75, executed in Juana Diaz, Puerto Rico, on June 23, 1988, before Erasmo Leon Rosario Notary Public; clarified by deed #62, executed in Juana Diaz, Puerto Rico, on August 30, 1991, before the same Notary, recorded at page 27 of volume 62 of Ponce, property number 6,674, 6th inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **SEIZURE ANNOTATION:** Executed in the Municipal Court of the Minicipal Judicial District of Ponce, civil case #8775, for reason of Collection of Money by Eloy Colón Luna plaintiff, versus Cecilio Quintana y Ramón Quintana, defendant, by the amount of \$250.00 responding this for \$82.50 of principal, plus interests, etc. Order dated April 9, 1927, recorded on April 10<sup>th</sup>, 1927 at overleaf of page 23 of volume 62 of Ponce, property number 6,674, annotation A.
  2. **MORTGAGE:** Constituted by Luis G. Seda, over this and others, in favor of United Estates of America acting as Farmer Homes Administration, in the original principal amount of \$5,000.00, with 13 1/4% annual interests, due on 10 years, constituted by deed #28, executed in Ponce, Puerto Rico, on June 21<sup>st</sup>, 1982, before Isidoro Montes Cebollero Notary Public, recorded at page 25 of volume 62 of Ponce, property number 6,674, 3<sup>rd</sup> inscription.
  3. **MORTGAGE:** Constituted by Luis G. Seda, over this and others, in favor of United Estates of America acting as Farmer Homes Administration, in the original principal amount of \$30,000.00, with 13 1/4% annual interests, (do not express due date), constituted by deed #19, executed in Ponce, Puerto Rico, on May 14<sup>th</sup>, 1982, before Isidoro Montes Cebollero Notary Public, recorded at overleaf of page 25 of volume 62 of Ponce, property number 6,674, 4<sup>th</sup> inscription.

**ESTUDIOS DE TITULO  
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PAGE #2  
PROPERTY #6,674


4. **MORTGAGE:** Constituted by Luis G. Seda, over this and other farms, in favor of United Estates of America acting as Farmer Homes Administration, in the original principal amount of \$2,000.00, with 11 1/2% annual interests, due on 10 years, constituted by deed #1, executed in Ponce, Puerto Rico, on January 12<sup>th</sup>, 1983, before Isidoro Montes Cebollero Notary Public, recorded at overleaf of page 26 of volume 62 of Ponce, property number 6,674, 5<sup>th</sup> inscription.
5. The mortgage for the amount of \$30,000.00 of 4<sup>th</sup> inscription was modified as follows: In June 23<sup>rd</sup>, 1988 the balance is \$55,234.48, payable \$1,421.00 in or before of January 1<sup>st</sup>, 1989 and \$3,174.00 the subsequent years up to the term of 40 years, with 5% annual interest, constituted by deed #75, executed in Juana Diaz, Puerto Rico, on June 23<sup>rd</sup>, 1988, before Erasmo Leon Rosario Notary Public; clarified by deed #62, executed in Juana Diaz, Puerto Rico, on August 30, 1991, before the same Notary, recorded at page 27 of volume 62 of Ponce, property number 6,674, 6<sup>th</sup> inscription.
6. **MORTGAGE:** Constituted by Asael Guzman Correa and Ada Minerva Torres Alvarez, over this and other farms, in favor of United Estates of America acting as Farmer Homes Administration, in the original principal amount of \$14,000.00, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Juana Diaz, Puerto Rico, on June 23<sup>rd</sup>, 1988, before Erasmo Leon Rosario Notary Public, recorded at page 3 of volume 847 of Ponce, property number 6,674, 7<sup>th</sup> inscription and the last.

**REVIEWED:**

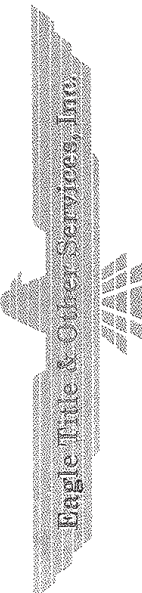
Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 5<sup>th</sup>, 2020.

**NOTICE:** The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

**EAGLE TITLE AND OTHER SERVICES, INC.**

  
\_\_\_\_\_  
Authorized signature

tm/mv/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on November 5th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.

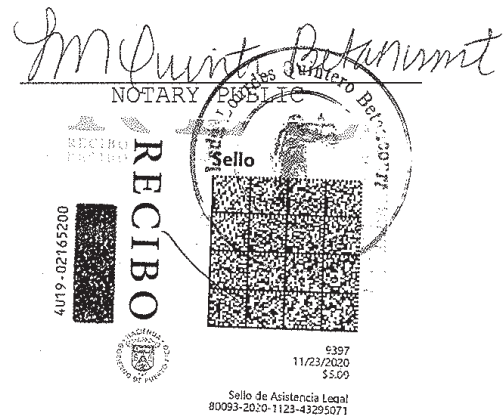


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,412

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 10 day of December of 2020.



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Guzman Correa, Asael

Case No: 63-033-1852

**CERTIFICATION OF INDEBTEDNESS**

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

*Statement of Account as of July 10, 2020*

Loan Number	41-02
Note Amount	\$ 14,000.00
Original Note Date	6/23/1988
Date of Last Payment	6/15/2009 Offset
Principal Balance	\$ 14,000.00
Unpaid Interest	\$ 22,199.60
Misc. Charges	\$ -
Total Balance	\$ 36,199.60
Daily Interest Accrual	\$ 1.9178
Amount Delinquent	\$ 25,649.00
Years Delinquent	30

Loan Number	41-03
Note Amount	\$ 30,000.00
Original Note Date	5/14/1982
Date of Last Payment	None
Principal Balance	\$ 56,020.00
Unpaid Interest	\$ 105,303.00
Misc. Charges	\$ -
Total Balance	\$ 161,323.00
Daily Interest Accrual	\$ 9.2088
Amount Delinquent	\$ 100,414.00
Years Delinquent	30

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Digitally signed by CARLOS MORALES (Affiliate)  
DN: c=US, o=U.S. Government, ou=Department of  
Agriculture,  
0.9.2342.19200300.100.1.1=12001003816118,  
cn=CARLOS MORALES (Affiliate)  
Date: 2020.07.10 10:53:57 -04'00'  
Adobe Acrobat version: 2020.009.20063

Carlos J. Morales Lugo  
LRTF Contractor  
July 10, 2020





# Status Report Pursuant to Servicemembers Civil Relief Act

Exhibit 12

SSN: XXX-XX-1852  
 Birth Date:  
 Last Name: GUZMAN CORREA  
 First Name: ASael  
 Middle Name:  
 Status As Of: Nov-02-2020  
 Certificate ID: Z3LP5PDXCKQSHZ4

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955



The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



# Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-3964  
 Birth Date:  
 Last Name: ADA  
 First Name: TORRES ALVAREZ  
 Middle Name:  
 Status As Of: Nov-02-2020  
 Certificate ID: 56VRX0ZZRSQD3X9

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

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Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ASAEL GUZMAN CORREA, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ADA MINERVA TORRES ALVAREZ  
Barrio Marrueno Barrio Hato Puerco  
Street Road 501, KM 7.1 SR 150 Km 3.2  
Ponce, PR 00731 Villalba, PR 00766

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ASAEL GUZMAN CORREA, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ASAEL GUZMAN CORREA  
Barrio Marrueno Barrio Hato Puerco  
Street Road 501, KM 7.1 SR 150 Km 3.2  
Ponce, PR 00731 Villalba, PR 00766

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

ASAEL GUZMAN CORREA, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Guzmán-Torres  
Barrio Marrueno Barrio Hato Puerco  
Street Road 501, KM 7.1 SR 150 Km 3.2  
Ponce, PR 00731 Villalba, PR 00766

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Juan C. Fortuño Fas  
Po Box 3908, Guaynabo, PR 00970  
Tel. 787-751-5290

**DEFENDANTS**

ASAEL GUZMAN CORREA, et als.

County of Residence of First Listed Defendant Ponce, P.R.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
197,522.60

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

01/12/2021

SIGNATURE OF ATTORNEY OF RECORD

s/Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_